



Call-Off Contract
Lot 2 Car (2) Response Low Performance
Call-Off Reference: BLC-FLEET-0001
FRAMEWORK LOT 6 CALL-OFF Lot2/Tier1
Framework Ref: CCS RM6060

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CALL-OFF CONTRACT

CALL-OFF REFERENCE: BLC-FLEET-0001 FRAMEWORK LOT 6 CALL-OFF LOT 2/TIER 1

THE BUYER: Any Participating Organisation acting through BlueLight Commercial Limited as their agent.

BUYER ADDRESS: Lower Ground, 5-8 the Sanctuary, Westminster, London, SW1P 3JS

THE SUPPLIER: VAUXHALL MOTORS LIMITED

SUPPLIER ADDRESS: CHALTON HOUSE UK1-101-135 LUTON ROAD
CHALTON
LUTON
BEDFORDSHIRE
ENGLAND
LU4 9TT

REGISTRATION NUMBER: **00135767**

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th July 2021

It is issued under the Framework Contract with the reference number RM6060 for the provision of Vehicle Purchase.

CALL-OFF LOT(S):

Lots 6 and 7 of the Framework Contract

For the avoidance of doubt the lots set out below have been established by the Buyer for the purpose of this Call-Off Contract and are referred to in Call-Off Schedule 4 (Call Off Tender) and Call-Off Schedule 20 (Specification). The categories of vehicle described below fall within Lots 6 and 7 of the Framework Contract and this Call-Off Contract relates to Lot 2 – Car (2) Response Low Performance.

Categories of Vehicle

- Lot 1 – Car (1) Non-Response Low Performance }
- Lot 2 – Car (2) Response Low Performance } Local Policing Vehicles
- Lot 3 – Car (3) Response Intermediate Performance }
- Lot 4 – Car (4a) Non-Response Ultra Low Emission (B Segment)
- Lot 5 – Car (4b) Non-Response Ultra Low Emission (C Segment)
- Lot 6 – Car (5a) Dog-Response
- Lot 7 – Car (5b) Dog-Response Advanced
- Lot 8 – Car (6) Response Intermediate Performance (D Segment)
- Lot 9 – Car (7) Response Intermediate Performance 4x4
- Lot 10 – Car (8) Response Off Road Response
- Lot 11A – Car (9) Armed Response AWD SUV Diesel (E Segment)
- Lot 11B – Car (9) Armed Response AWD SUV Petrol (E Segment)
- Lot 11C – Car (9) Armed Response AWD SUV Hybrid/ULEV (E Segment)
- Lot 12A – Car (10) Armed Response AWD SUV Diesel (H Segment)
- Lot 12B – Car (10) Armed Response AWD SUV Petrol (H Segment)
- Lot 12C – Car (10) Armed Response AWD SUV Hybrid/ULEV (H Segment)
- Lot 13A – Car (11) Response High Performance Traffic Diesel (D Segment)
- Lot 13B – Car (11) Response High Performance Traffic Petrol (D Segment)
- Lot 13C – Car (11) Response High Performance Traffic Hybrid/ULEV (D Segment)
- Lot 14A – Car (12) Response High Performance Traffic Diesel (E Segment)
- Lot 14B – Car (12) Response High Performance Traffic Petrol (E Segment)
- Lot 14C – Car (12) Response High Performance Traffic Hybrid/ULEV (E Segment)
- Lot 15 – Van (13) Non-Response Small Panel Van Equipment Carrier
- Lot 16 – Van (14) Non-Response Hi-Cube Van Equipment Carrier
- Lot 17 – Van (15) Non-Response Large Panel Van Equipment Carrier
- Lot 18 – Van (16a) Van Response Prisoner Transport H1
- Lot 19 – Van (16b) Van Response Prisoner Transport H2
- Lot 20 – Car (17) Fire Officer Response Car SUV

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. 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) for RM6060*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for **RM6060***
 - *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 10 (Rectification Plan)*
 - *Call-Off Schedules for **BLC – FLEET – 0001***
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details)*
 - *Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 9 (Security)*
 - *Call-Off Schedule 10 (Exit Management)*
 - *Call-Off Schedule 14 (Service Levels)*
 - *Call-Off Schedule 20 (Call-Off Specification) which for the avoidance of doubt includes paragraph 4 of Framework Schedule 1 (Specification) of the Framework Contract.*
4. CCS Core Terms (version 3.0.2)
5. *Joint Schedule 5 (Corporate Social Responsibility) for RM6060*
6. *Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.*

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

The following Special Terms are incorporated into this Call-Off Contract and the following definitions and interpretation terms apply:

1. Definitions:

“Agent” means BlueLight Commercial Limited

“Chief Officer” means the Chief Constable or equivalent of any police force.

“Goods” means the goods (or any part of them) specified in this Call-Off Contract or set out in a Purchase Order.

“Intellectual Property Rights” means patents, copyright, registered and unregistered design rights, utility models, trademarks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the Law of any country and all rights to apply for or register such rights.

“Participating Organisation” means any Policing Body or Chief Officer listed in Annex 1 to this Call-Off Contract.

“Policing Body/ies” means Police and Crime Commissioner(s) or Police, Fire and Crime Commissioner or similar of a police force.

“Premises” means the Buyer’s premises where the Goods are to be delivered.

“Purchase Order” has the meaning in the Ordering Process section of this Order Form.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Where the Buyer is a Policing Body, the ‘Buyer’ shall include the Chief Officer of the police force maintained by the Policing Body.

3. Where the Buyer is a Chief Officer, the ‘Buyer’ shall include the Policing Body that maintains the police force of which the Chief Officer has direction and control.

4. The Buyer and the Supplier agree:

4.1 that this Order Form creates separate Call Off Contracts between each Buyer and the Supplier under the Framework Contract;

4.2 that each Buyer is severally liable for the performance of his or her obligations arising under its Call-Off Contract and that no single Buyer is responsible or liable in respect of the obligations of any other Buyer arising under any other Call-Off Contract created by this Order Form; and

4.3 that each Buyer shall have full power and authority to enforce his or her rights against the Supplier under its Call-Off Contract without the consent or authority of any other Buyer.

Special Term 1. Order Cancellation

Please note that the following term supersedes that which is stated within Core Term 3.2.11. The Buyer can cancel any Purchase Order or part Purchase Order of Goods which has not been Delivered. If the Buyer gives less than 30 days' notice for standard, non-converted vehicles up to 3.5 tonnes, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled Purchase Order as long as the Supplier takes all reasonable steps to minimise these costs. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.

Special Term 2. Not Used

Special Term 3. Work on Premises

If the Call-Off Contract involves any Goods which the Supplier delivers or performs on the Premises then, when required, the Supplier and their employees, sub-contractors and their employees shall comply with any security requirements including a right to search when entering or leaving the Premises and being escorted in certain areas. The Buyer reserves the right to remove from the Premises anyone not complying with the Buyer's security arrangements or suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.

The Buyer's decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the Buyer shall be final and conclusive and the Supplier shall replace promptly any such person to ensure that its requirements under the Call-Off Contract are met.

The Supplier shall bear the cost of or costs arising from any decision of the Buyer under this Special Term 3.

Special Term 4. Suspension

Without limiting its other rights or remedies the Buyer may suspend the Call-Off Contract in whole or in part by giving written notice of such suspension to the Supplier if the Supplier or any of their employees or agents are or become;

- (a) subject to a criminal investigation in respect of allegations arising out of or relating to their professional practice whether in respect of work undertaken in performance of the Call-Off Contract or otherwise; or
- (b) subject to a criminal investigation relating to an allegation, which if substantiated, would constitute a breach of the terms of the Call-Off Contract; or
- (c) subject to any allegation of professional negligence;
- (d) in the reasonable opinion of the Buyer, subject to a material detrimental change in the financial standing and/or credit rating which

adversely impacts on the Supplier's ability to deliver the Goods under the Call-Off Contract or could be reasonably expected to have an adverse impact on the Supplier's ability to deliver the Goods under the Call-Off Contract;

- (e) in the reasonable opinion of the Buyer, involved in any fraudulent activities or misapplication of funds (whether involving the Call-Off Contract or not); or
- (f) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.

The Supplier must inform the Buyer immediately upon becoming aware of any of the matters set out above.

The Buyer shall have no liability to accept delivery of any Goods during the period of suspension and the payment of any sums due under a Purchase Order issued by the Buyer before the start of the period of suspension shall be suspended for the duration of such suspension and the Buyer shall have no liability whatsoever to make any payment to the Supplier of any sums withheld during the period of suspension.

For the avoidance of doubt the Buyer will be entitled during any period of suspension to engage another supplier to provide the Goods which the Supplier is unable to provide by reason of the suspension.

Following a suspension pursuant to this Special Term 4 the Buyer shall keep the matter under review and should the reasons for the suspension be resolved to the satisfaction of the Buyer then the Buyer may give written notice lifting suspension of the Call-Off Contract.

If the investigations or allegations are substantiated, this shall entitle the Buyer to terminate the Call-Off Contract with immediate effect.

Special Term 5. Reputation

The Supplier shall not, and shall procure that neither its employees nor its subcontractors shall:

- (a) do any act or make any omission that has or could reasonably be expected to have an adverse impact upon the security of the business, operations, systems or properties or Premises of a Buyer;
- (b) take any action which might or shall:
 - (i) harm or be prejudicial to the public confidence in a Buyer or the Agent or to the public image(s) of a Buyer or Agent; or
 - (ii) bring the Buyer or Agent into disrepute.

Without limiting Special Term 5, the Supplier shall comply with the provisions of the standards, policies, procedures and regulations provided from time to time to the Supplier by the Buyer.

Special Term 6. Publicity

Unless expressly permitted in writing by the Buyer, the Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Call-Off Contract.

This Call-Off Contract shall not entitle the Supplier or any of their sub-contractors, agents or employees to endorse its goods with any reference to the Buyer and the Supplier shall not exhibit for advertising or any other reason any goods or equipment supplied under the Call-Off Contract which can be identified with the Buyer without the prior written consent of the Buyer.

This Special Term 6 includes any such reference made in any form of written, pictorial or audible advertising campaign, marketing, sales or promotion campaign.

Special Term 7. Transparency

Following the publication of the Elected Local Policing Bodies (Specified Information) Order 2011 (as amended), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the elected local policing body, is or is to be a party.

As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

- (a) All new contracts over the value of £10,000 to be published in full online;
 - (b) All items of spending over £500 per month to be published online.
- To meet this requirement the Buyer intends to publish this Call-Off Contract.

Special Term 8. Third Party Rights

Except as expressly provided in paragraphs 2 and 3 of the interpretations section, a person who is not a party to the Call-Off Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Call-Off Contract.

Special Term 9. Improving visibility of Subcontractor opportunities available to SMEs and VCSEs in the Supply Chain

This Special Term 9 shall apply where the advertised contract value for the Call-Off Contract was valued above £5 million per annum.

The Supplier shall:

- i. advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods above a minimum threshold of £25,000 that arise during the term of the Call-Off Contract;
- ii. within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- iii. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the term of the Call-Off Contract;
- iv. provide reports on the information required under this Special Term 9 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- v. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Each advert referred to above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

The obligation in this Special Term 9 shall only apply in respect of subcontract opportunities arising after the contract award date.

Notwithstanding this Special Term 9, the Buyer may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

Special Term 10. Management Charges and Information

In addition to any other management information requirements set out in this Call-Off Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Buyer which incorporate the data described in the MI Reporting template which is:

- (a) the total contract revenue received directly on a specific contract;
- (b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

The SME Management Information Reports shall be provided in the correct format as required by

the MI Reporting Template and any guidance issued by the Buyer from time to time. The Supplier shall use the initial MI Reporting Template which is set out in the Annex to Public Procurement Policy Note 01/08: Supply Chain Visibility Action and which may be changed from time to time (including the data required and/or format) by the Buyer by issuing a replacement version. The Buyer shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

The Supplier further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Buyer.

Special Term 11. Anti-Bribery and Fraud

The Supplier shall not offer or give, or agree to give, to the Buyer or any other public body or any person employed by or on behalf of the Buyer or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act relating to obtaining or the signing of the Call-Off Contract or any other contract with the Buyer or any other public body or showing or refraining from showing favour or disfavour to any person, in relation to the Call-Off Contract or any other Call-Off Contract with the Buyer, or if similar acts have been done by any person employed by the Supplier, or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier).

The Supplier warrants that it has not paid commission or agreed to pay commission to the Buyer or any other public body or any person employed by or on behalf of the Supplier or any other public body in connection with the Call-Off Contract.

The Supplier shall:

- (a) comply with all applicable Law, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) have and shall maintain in place throughout the term of this Call-Off Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (d) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Call-Off Contract;
- (e) immediately notify the Buyer if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign

public officials as officers, employees or direct or indirect owners at the date of this Call-Off Contract).

The Supplier shall not engage in any activity practice or conduct which would constitute an offence under the Prevention of Corruption Acts 1889 to 1916 or Fraud Act 2006.

The Supplier shall not receive any fee or reward the receipt of which is offence under the sub-section (2) of Section 117 of the Local Government Act 1972.

Breach of this Special Term 11 shall entitle the Buyer to terminate the Call-Off Contract with immediate effect.

In the event of any breach of this Special Term 11 by the Supplier or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Supplier):

- (a) the Supplier shall immediately give the Buyer full details of any such breach and shall co-operate fully with the Buyer in disclosing information and documents which the Buyer may request; and/or
- (b) the Buyer shall (without prejudice to any of its rights or remedies under this Contract or otherwise) be entitled by notice in writing to terminate this Call-Off Contract immediately; and
- (c) the Supplier shall be liable for and shall indemnify and keep the Buyer indemnified in respect of any and all loss resulting from such termination.

In any dispute, difference or question arising in respect of:

- (a) the interpretation of this Special Term 11; or
- (b) the right of the Buyer to terminate this Call-Off Contract; or
- (c) the amount or value of any gift, consideration or commission

the decision of the Buyer shall be final and conclusive.

Special Term 12. Compliance with Anti-Slavery and Human Trafficking Law

In performing its obligations under this Call-Off Contract, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking Law, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

- (c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Special Term 12.
- (d) notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Call-Off Contract.
- (e) maintain a complete set of records to trace the supply chain of all Goods provided to the Buyer in connection with this Call-Off Contract; and permit the Buyer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Special Term 12.

The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

The Buyer may terminate this Call-Off Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Special Term 12.

Special Term 13

Each Buyer has engaged the Agent to act for and on its behalf as agent for the following purposes in respect of this Call-Off Contract:

- a) to enter into its Call-Off Contract on behalf and for the benefit of the Buyer;
- b) where requested by the Buyer, to liaise with the Supplier in regard to any issues arising with its Call-Off Contract;
- c) to carry out any other functions specifically agreed by the Buyer and notified to the Supplier in writing.

CALL-OFF START DATE: 30/07/2021

CALL-OFF EXPIRY DATE: 29/07/2023

CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability applying between each Buyer and the Supplier under this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year which will apply between each Buyer and the Supplier is [REDACTED]

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

ORDERING PROCESS

When the Buyer requires the supply of vehicles it will provide to the Supplier a purchase order setting out the number and type of vehicles it wishes to purchase via this Call-Off Contract (“Purchase Order”).

The Buyer and the Supplier shall liaise together to arrange suitable terms for the delivery of the vehicles purchased under their Purchase Order.

PAYMENT METHOD

To be set out in the Purchase Order

BUYER’S INVOICE ADDRESS – to be set out in the Purchase Order:

BUYER’S AUTHORISED REPRESENTATIVE – to be set out in Annex 2 to this Order Form.

BUYER’S ENVIRONMENTAL POLICY

NOT USED

BUYER’S SECURITY POLICY

NOT USED

SUPPLIER’S AUTHORISED REPRESENTATIVE

NAME: Richard Abbott
ROLE: PSA Head of Specialist Fleets
EMAIL ADDRESS: Richard.Abbott@Stellantis.com
ADDRESS: Pinley House, Coventry. CV31 1ND.

SUPPLIER’S CONTRACT MANAGER

NAME: Mike Roberts
ROLE: SVO Customer Relationship Manager
EMAIL ADDRESS: Mike.Roberts@Vauxhall.co.uk
ADDRESS: Vauxhall Motors Limited, Chalton House, Luton Road, Chalton,
Luton, LU4 9TT

PROGRESS REPORT FREQUENCY

On the date to be agreed, between the Supplier and the Buyer’s Authorised Representative each Calendar Month.

PROGRESS MEETING FREQUENCY

Quarterly on the date to be agreed.

KEY STAFF

As per Call-Off Schedule 7 Annex 1

KEY SUBCONTRACTOR(S)

See Joint Schedule 6

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4.

SERVICE CREDITS

Paragraph 4.3.4 of Framework Schedule 1 (Specification) of the Framework Contract shall apply.

GUARANTEE

Not applicable

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 (Call-Off Tender)

ANNEX 1

Participating Organisations

ANNEX 2

Buyer's Authorised Representatives

SIGNATORIES:

For and on behalf of the Supplier:		As Agent for and on behalf of each Buyer:	
Signature:		Signature:	
Name:	James Taylor	Name:	Lianne Deeming
Role:	General Sales Director	Role:	BlueLight Commercial Chief Executive Officer
Date:	28th July 2021	Date:	30th July 2021

ANNEX 1 – Participating Organisations

The Police and Crime Commissioner for Avon and Somerset
The Police and Crime Commissioner for Bedfordshire
The Police and Crime Commissioner for Cambridgeshire
The Common Council of the City of London
The Police and Crime Commissioner for Cheshire
The Police and Crime Commissioner for Cleveland
The Police and Crime Commissioner for Cumbria
The Police and Crime Commissioner for Derbyshire
The Police and Crime Commissioner for Devon & Cornwall
The Police and Crime Commissioner for Dorset
The Police and Crime Commissioner for Durham
The Police and Crime Commissioner for Dyfed-Powys Police
The Police Fire and Crime Commissioner for Essex
The Police and Crime Commissioner for Gloucestershire
Greater Manchester Combined Authority
The Police and Crime Commissioner for Gwent
The Police and Crime Commissioner for Hampshire
The Police and Crime Commissioner for Hertfordshire
The Police and Crime Commissioner for Humberside
The Police and Crime Commissioner for Kent
The Police and Crime Commissioner for Lancashire
The Police and Crime Commissioner for Leicestershire
The Police and Crime Commissioner for Lincolnshire
The Police and Crime Commissioner for Merseyside
The Mayor's Office for Policing and Crime
The Police and Crime Commissioner for Norfolk
The Police and Crime Commissioner for North Wales
The Police Fire and Crime Commissioner for North Yorkshire
The Police Fire and Crime Commissioner for Northamptonshire
The Police and Crime Commissioner for Northumbria
The Police and Crime Commissioner for Nottinghamshire
The Police and Crime Commissioner for South Wales

The Police and Crime Commissioner for South Yorkshire
The Police Fire and Crime Commissioner for Staffordshire
The Police and Crime Commissioner for Suffolk
The Police and Crime Commissioner for Surrey
The Police and Crime Commissioner for Sussex
The Police and Crime Commissioner for Thames Valley
The Police and Crime Commissioner for Warwickshire
The Police and Crime Commissioner for West Mercia
The Police and Crime Commissioner for West Midlands
West Yorkshire Combined Authority
The Police and Crime Commissioner for Wiltshire
The Chief Constable of Avon and Somerset Constabulary
The Chief Constable of Bedfordshire Police
The Chief Constable of Cambridgeshire Constabulary
The Commissioner of Police of the City of London
The Chief Constable of Cheshire Constabulary
The Chief Constable of Cleveland Constabulary
The Chief Constable of Cumbria Constabulary
The Chief Constable of Derbyshire Constabulary
The Chief Constable of Devon & Cornwall Police
The Chief Constable of Dorset Police
The Chief Constable of Durham Constabulary
The Chief Constable of Dyfed-Powys Police
The Chief Constable of Essex Police
The Chief Constable of Gloucestershire Constabulary
The Chief Constable of Greater Manchester Police
The Chief Constable of Gwent Police
The Chief Constable of Hampshire Constabulary
The Chief Constable of Hertfordshire Constabulary
The Chief Constable of Humberside Police
The Chief Constable of Kent Police
The Chief Constable of Lancashire Constabulary
The Chief Constable of Leicestershire Police
The Chief Constable of Lincolnshire Police

The Chief Constable of Merseyside Police
The Commissioner of Police of the Metropolis
The Chief Constable of Norfolk Constabulary
The Chief Constable of North Wales Police
The Chief Constable of North Yorkshire Police
The Chief Constable of Northamptonshire Police
The Chief Constable of Northumbria Police
The Chief Constable of Nottinghamshire Police
The Chief Constable of South Wales Police
The Chief Constable of South Yorkshire Police
The Chief Constable of Staffordshire Police
The Chief Constable of Suffolk Constabulary
The Chief Constable of Surrey Police
The Chief Constable of Sussex Police
The Chief Constable of Thames Valley Police
The Chief Constable of Warwickshire Police
The Chief Constable of West Mercia Police
The Chief Constable of West Midlands Police
The Chief Constable of West Yorkshire Police
The Chief Constable of Wiltshire Police
The Police Service of Scotland
The Police Service of Northern Ireland
Emergency Services Fleet Management (Humberside) Limited
South Yorkshire Fire & Rescue Authority
Kent Fire & Rescue Authority
Surrey Fire & Rescue Authority
Shropshire Fire & Rescue Authority
Humberside Fire & Rescue Authority
British Transport Police Authority
Civil Nuclear Police Authority

ANNEX 2 - Buyer's Authorised Representatives

Lianne Deeming

Mobile: +44 (0)7812 509741

Email: Lianne.Deeming@bluelight.police.uk

Joanne Osborne

Mobile: +44 (0)7812 490742

Email: jo.osborne@bluelight.police.uk

Lisa Parker

Mobile: +44 (0)7929 759542

Email: lisa.parker@bluelight.police.uk

Or such other representative as notified in writing to the Supplier by a Participating Organisation.

CCS RM6060 CORE TERMS



Crown
Commercial
Service

Core Terms

Core Terms
Version 3.0.4
Crown Copyright 2018

Addendum to Core Terms – Special Terms

Please note that the following terms supersede that which is stated within Clauses 3.2.3; 3.2.4; 3.2.10; 3.2.11 and 4.1 of the Core Terms:

- 3.2.3 The Supplier transfers risk of the Goods on Delivery and ownership of the Goods on payment for those Goods.
- 3.2.4 Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.
- 3.2.10 The Supplier must indemnify the Buyer against the direct 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. The Buyer 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, including an attempt to redeploy the in-build vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

1. Definitions used in the contract

- 1.1 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 doesn't 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:
- makes changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - create new Call-Off Schedules
 - exclude optional template Call-Off Schedules
 - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
 - is between a Supplier and a Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 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 won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't 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:

- 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)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- 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.¹

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.²

¹ Superseded by Special Terms. See Addendum to Core Terms on page 2.

² Superseded by Special Terms. See Addendum to Core Terms on page 2.

- 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
- 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.⁴
- 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 don't conform with Clause 3. If the Supplier doesn't 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 Superseded by Special Terms. See Addendum to Core Terms on page 2.

⁴ Superseded by Special Terms. See Addendum to Core Terms on page 2.

- 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.⁵
- 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:
- exclude VAT, which is payable on provision of a valid VAT invoice
 - 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 to the Supplier's account stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

⁵ Superseded by Special Terms. See Addendum to Core Terms on page 2.

- 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply of any materials, goods or services used by the Supplier to provide the Deliverables at cost and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with that Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're 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:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
 - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
 - the Supplier is entitled to additional time needed to make the Delivery
 - the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2 Clause 5.1 only applies if the Supplier:
- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
 - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
 - 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 for 7 years after the End Date.
- 6.3 The Supplier must allow 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.
- 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Relevant Authority and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action
- 6.6 The Supplier must provide the Authority with a Self Audit Certificate supported by a report at the end of each Contract Year. The report must contain:
- the methodology used
 - the sampling techniques applied
 - details of any issues
 - any remedial action taken
- 6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is either qualified in a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where a Buyer decides one of the Supplier's Staff isn't 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:
- it has full capacity and authority to enter into and to perform each Contract
 - each Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - 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
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn’t have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - 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:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - 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 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 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:
- receive and use the Deliverables
 - 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:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2 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.
- 10.3 Ending the contract without a reason**
- 10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

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:

- there's a Supplier Insolvency Event
- there's a Contract Default capable of remedy that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- the Relevant Authority decides there's been a Contract Default that can't be corrected by the Supplier
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- 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
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- 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 there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- 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

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.
- 10.5.3 Accumulated rights of the Parties are not affected.
- 10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- 10.5.6 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).
- 10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 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 total Contract Value or £1,000, whichever is the lower, within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- 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
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

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

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

- 10.8.1 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.
- 10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.8.3 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.
- 10.8.4 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.
- 10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
- reject the Variation
 - increase the Charges, except where the right to partial termination is under Clause 10.3
- 10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

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 £100,000.
- 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:
- any indirect Losses
 - 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:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
 - its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
 - any liability that cannot be excluded or limited by Law
 - its obligation to pay the required Management Charge or Default Management Charge
 - any liability that is covered by a Required Insurance
- 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, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 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.
- 11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

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 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 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

- 13.1 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 Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- 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
 - restore the Government Data itself or using a third party
- 14.8 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.
- 14.9 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - 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
 - 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:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- 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:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- 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 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 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- 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
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- 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 and any Information which is exempt from disclosure by Clause 16 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 the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information
 - comply with any Freedom of Information Act (FOIA) request
 - 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, which does not need to be reasonable.

17. Invalid parts of the contract

- 17.1 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's valid or enforceable.

18. No other terms apply

- 18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act (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:
- provides a Force Majeure Notice to the other Party
 - 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.
- 20.3 Where a Party terminates under Clause 20.2:
- each party must cover its own Losses
 - Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

- 21.1 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

- 22.1 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 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 Crown 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:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

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

24.2 The Supplier must provide an Impact Assessment either:

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

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

- agree that the Contract continues without the Variation
- 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
- 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:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- 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.

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're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent 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:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - 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 cannot 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 doesn't 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:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - 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:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- 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:

- 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
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- 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:

- been investigated or prosecuted for an alleged Prohibited Act
- 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
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- 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 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- 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:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- 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:

- all applicable Law regarding health and safety
- 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're 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:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - 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:
- 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
 - 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:
- 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
 - 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
 - the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
 - 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:
- Law
 - Clause 12.1
 - 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:
- determine the Dispute
 - grant interim remedies
 - 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

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

Call-Off Schedule 1 (Transparency Reports) - NOT USED

Call-Off Schedule 2 (Staff Transfer) - NOT USED

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement

Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

INVITATION TO TENDER

PART 3 - RESPONSE TO TENDER

FOR THE PROVISION OF: NATIONAL FLEET VEHICLE PURCHASE

CONTRACT REF: BLC-FLEET-0001

	SUPPLIER DETAILS
COMPANY NAME	Vauxhall Motors Limited
CONTACT NAME	Mike Roberts
TELEPHONE NUMBER	07775 825351
E-MAIL ADDRESS	Mike.roberts@vauxhall.co.uk
COMPANY WEBSITE	www.vauxhall.co.uk
Application for Lot(s) Please Detail which Vehicle Lots you are bidding for:	Lot 1, Lot 2, Lot 4, Lot 15, Lot 16, Lot 18,

Technical Response

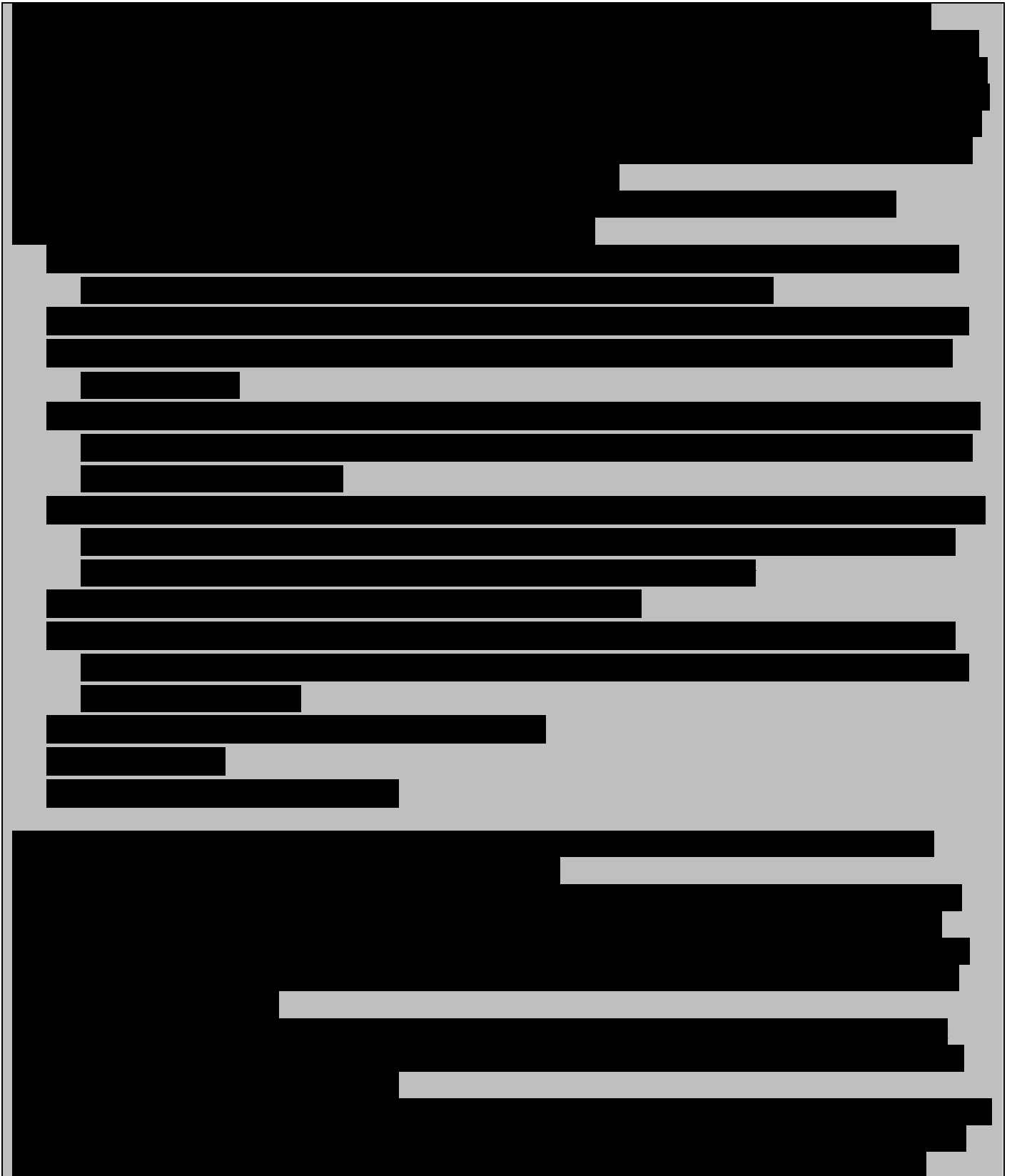
For clarification where reference is made to a dealership this refers to local garages owned or controlled by the Supplier who the Participating Organisations will liaise with at a local level in regard to the delivery and maintenance of any vehicles purchased under this Call-Off Contract. For the avoidance of doubt regardless of any local arrangements made, the Supplier will at all times remain liable for the performance of this Call-Off Contract.

Quality Evaluation 35% to be applied

Tenderers will be required to submit responses to each of the following questions to demonstrate how their proposals will meet the specification as provided in the ITT Part 1 – Statement of Requirements

You must supply a method statement in respect of each of the questions outlined below in response to the specification. For ease of completion and submission we have provided a template below. Your statements should be concise, in 11 point font and no more than the 1,000 words per question, excluding any diagrams. You may expand the text boxes in the template to fit your responses.

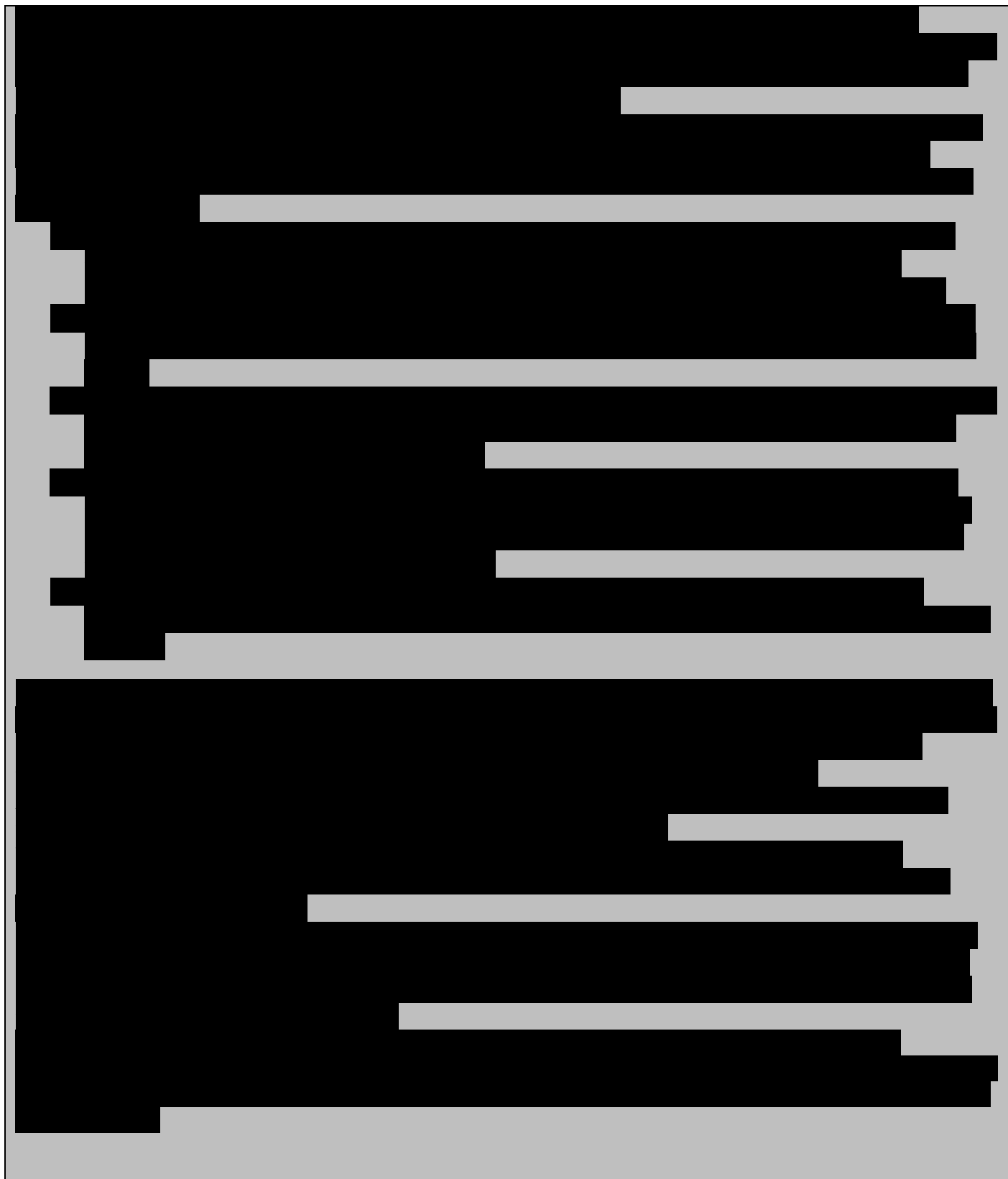
1	How would your proposed UK network of dealerships support blue light vehicles including how they will support warranty work and servicing. Your response should include location maps.	Weighting 3
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<div></div>		
2	Please explain your proposals for offering participating organisations the use of demonstrator vehicles.	Weighting 1
<div></div>		
3	Describe your proposals for delivering positive social value outcomes across the UK generated as a result of this contract.	Weighting 2

A black and white photograph of a large, rectangular, light-colored object, possibly a piece of equipment or a container, with a dark, possibly metallic, frame or border. The object is positioned horizontally and appears to be resting on a surface. The background is dark and indistinct.

Page 54

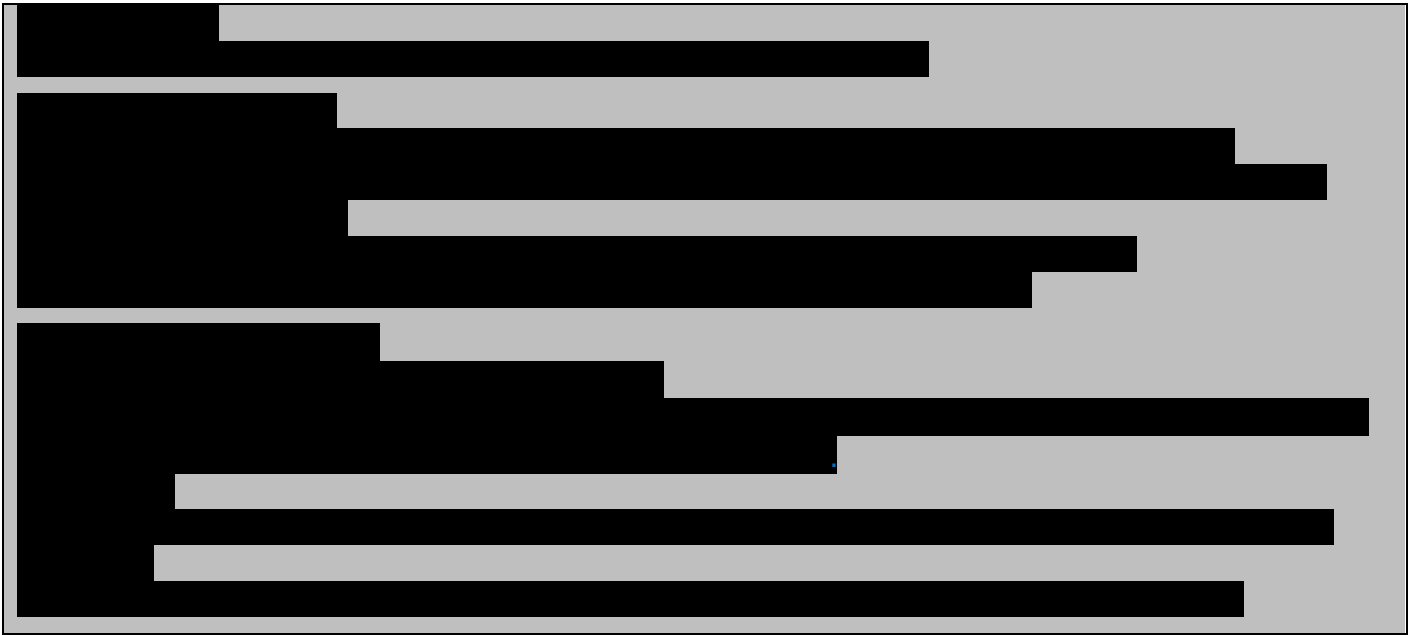


6	How will you ensure that parts are readily available to participating organisations to minimise vehicle downtime.	Weighting 2
<div></div>		
7	Tell us about how you support forces who wish to conduct in house warranty work	Weighting 2

<div><div></div><div></div><div></div><div></div><div></div></div>		
8	Describe your proposals for offering a turnkey/managed service for those organisations wishing to take up this option (This question will only be scored in Lots that include a Turnkey Option).	Weighting 1

[illegible]

[illegible]



10	Provide an example suite of the MI as detailed in the service level agreement and provide samples of what BLC could expect.	Weighting 1
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<div><div></div><div></div><div></div></div>		
11	Please outline your approach to the commercial contract management of any resulting contracts including details of staff allocated to this function. Include in your response how you propose to support BLC’s collaborative approach for the national delivery of vehicle provision.	Weighting 1
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		

Certificate and Declaration

I/We hereby certify that all information supplied in relation to this Tender is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in the application I/we understand that false information could result in my/our exclusion from BLC's future procurement opportunities.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give, or offer any gift or consideration whatsoever, as an inducement or reward, to any servant of a public body, and that any such action will empower the Forces to cancel any contract currently in force, and may result in my/our exclusion from BLC's future procurement opportunities.

I/We understand that the Forces, or their agents, will not accept any charges by the Supplier, its sub-contractors or any other party for:

- work in responding to this Response to Tender
- or any other associated activity


I/We understand that this ITT, will not in any way bind the Forces to enter into a Contract with the Tenderer (you), or involve the Force in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Force does not bind itself to accept any of the submitted documents in whole, or in part.

I/We declare that the Supplier has fulfilled its obligations relating to the payment of taxes under the law of any part of the United Kingdom, or of the relevant State in which the economic operator is established.

I/we declare that we have considered all requirements within this Response to Tender and should we be identified as the Preferred Bidder following the tender evaluation process we agree submit supporting evidence within 5 days of the initial request.

The parties here to acknowledge and agree that any information requested under the Freedom of Information Act 2000 may be disclosed, provided such disclosure is appropriate and in accordance with the said Act.

I/We hereby apply for consideration in connection with the National Vehicle Purchase Contract for BLC, and confirm that I am/we are prepared to answer any questions relating to this Tender Submission, if so required.

Signed:		Date:	23 rd November 2020
Name (Block Capitals):	Michael Roberts	For, and on behalf of:	Vauxhall Motors Limited
Position in Supplier:	Sales Manager, Vauxhall Special Vehicles	Telephone Number:	07775 825351 / 01582 409999
Email Address:	Mike.roberts@vauxhall.co.uk	Fax Number:	N/A
Full Address:	Vauxhall Motors Limited, Chalton House, Luton Road, Chalton, Luton, LU4 9TT		

Before returning this Response to Tender, please ensure that you have:

- answered all questions appropriate to your application
- attached relevant documents, ensuring that all enclosures are clearly marked with the name of your organisation, and the number of the question to which they refer
- signed the above undertaking.

If your tender is successful, this application will be incorporated in the contract awarded to you.

Annex 1 - Sub Contractor / consortium Information

Organisations Name (including company registration number)	Address and telephone number	Contact	*Service / requirement undertaken	*% of overall contract
GEFCO U.K. LIMITED (01544410)	Central Boulevard, Prologis Park, Coventry, United Kingdom, CV6 4BX 024 7633 9900	Steve Coombes	Vehicle PDI Vehicles Deliveries Initial preparation for turnkey vehicles	3-4%
JACK HODSON LIMITED (00879159)	Unit 9 Bechers Drive, Aintree Racecourse Retail & Bus Pk, Liverpool, Merseyside, England, L9 5AY 0151 922 4414	Peter Hodson	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
EVO LIMITED (06918179)	Unit 19 Barton Industrial Estate, Faldo Road, Barton-Le-Clay, Bedford, MK45 4RP 01582 881033	Darren Culley	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
ROBERT LAWSON & SONS (SCOTLAND) LTD (SC382048)	Block 25 Units 3 & 4 Kilspindie Road, Dundee, Angus, DD2 3QH	Robert Lawson	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
HALLS ELECTRICAL LTD (02036219)	Unit 17 Dean Court, Great Western Business Park, Yate Bristol, BS37 5NJ 01454 319722	Rob Hughes	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters

JAMES ALPE LIMITED(03346253)	Lincoln Way, Salthill Industrial Estate, Clitheroe, Lancashire, BB7 1QD 01200 44 44 55	Alison Goosens	Fabricator of Expert & Vivaro Cell Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
PSA Technical Centre (part of PSA Group)	280 Humber Rd, Coventry CV3 1BH, United Kingdom 02476 884000	Darren Hale	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
IBC Conversion Centre Luton (part of PSA Group)	Kimpton Road, Luton LU2 0JX, United Kingdom	Stephen Withey	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters
AJ ENGINEERING SERVICES LIMITED (05157754)	Unit 11/12, City Works, Openshaw, Manchester, M11 2NB 0161 223 9299	Jason Wingfield	Validated PSA turnkey vehicle converter	Please note our conversions process is fluid so until we know capacity requirements it is impossible to put a percentage on it. It will always be less than 5% of the overall contract in total across all converters

Annex 2 – Freedom of Information Schedule

This table is to be completed as per section 6 of the ITT Part 2 Instructions to Tenderers Document.

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	All documents with commercial pricing; All ITT part 4 responses, Vauxhall Appendix 10, Any pricing in all Appendix 2 tech spec documents
2. Section/paragraph of document	All of Vauxhall Appendix 10, any pricing information in all ITT4 or Appendix 2 tech spec documents
3. Specify the Information/wording considered to be confidential/ commercially sensitive	All of Vauxhall Appendix 10, any pricing information in all ITT4 or Appendix 2 tech spec documents
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This is commercial information for Vauxhall Motors Limited and cannot be disclosed. It is confidential between Vauxhall and BLC
5. Timescale which information under (3) shall be confidential	Never to be publically disclosed. If other manufacturers understood the commercial pricing and key commercial conditions it is a similar outcome to if we discussed it with them (which is collusion and therefore not legal)
6. Specify Exemption Confidential or Commercially Sensitive	Commercially sensitive.

Annex 3 - Schedule of Non Compliance with Contract Documents

By submitting a tender response Tenderers should understand that they are agreeing to the terms and conditions as detailed in ITT Part 5 – Form of Contract. Should the Tenderer be unable to comply with any terms and conditions within the Form of Contract, Annex 3 within ITT Part 3 – Response to Tender should be completed, with the Tenderer setting out the terms and conditions they are unable to comply with. In such a circumstance Tenderers must submit their proposed changes to the terms and conditions they are unable to comply with. Please note that BLC will not enter into discussion on the Terms and conditions outside of this process and is under no obligation to accept any proposed changes.

Reference	Description of non-compliance and /or revision	Cost Adjustment

Note: BLC may reject a tender which is non-compliant with the contract documents. Tenderers submitting qualifications should therefore give explicit justification and reasoning for entering a qualification.

Technical Response Document – Attachment 1



Vauxhall APPENDIX
2 - Tech Spec Lot 2

Additional Supporting Information – Attachment 2



Vauxhall Appendix
1 - Additional supp

Dealership SLA Letter – Attachment 3



Vauxhall Appendix
11 Emergency Servic

Dealership Map – Attachment 4



Vauxhall Appendix
3 - Reatailer Map.pd

Order Status Report – Attachment 5



Vauxhall Appendix
4 - Vauxhall Status F

Sample MI Reports – Attachment 6



Vauxhall Appendix
5 - Management Infr

Call-Off Schedule 5 (Pricing Details)

Commercial Response Document – Attachment 7



Vauxhall ITT Part 4 -
Comm Resp Lot 2

Appendix 10 – Commercial Response Additional Information – Attachment 8



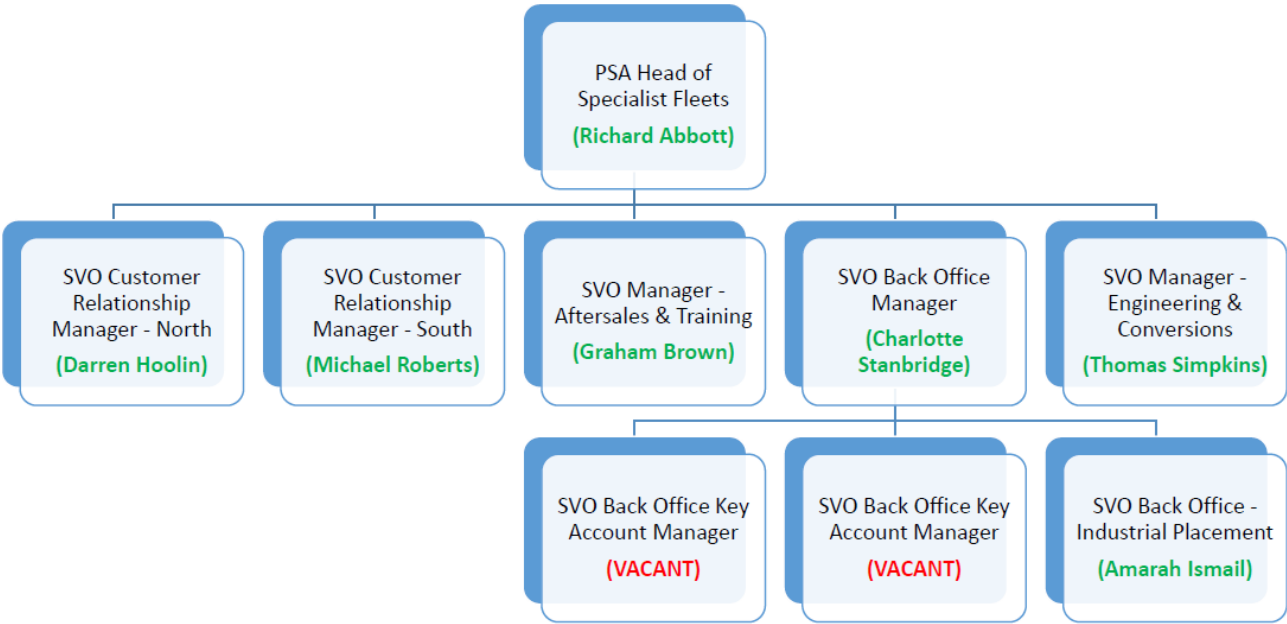
Vauxhall App 10 -
Important Commerci

Call-Off Schedule 6 (ICT Services) - NOT USED

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule 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.

Annex 1- Key Roles



Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - NOT USED

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

3. Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <p>a) 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</p> <p>b) 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> <p>in either case as more particularly set out in the Security Policy;</p>
"Security Management Plan"	<p>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>

4. Complying with security requirements and updates to them

- 4.1 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.
- 4.2 The Supplier shall comply with the Security Policy and the requirements in this Schedule including the Security Management Plan and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 4.3 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 4.4 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.

- 4.5 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.

5. Security Standards

- 5.1 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.
- 5.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 5.2.1 is in accordance with the Law and this Contract;
 - 5.2.2 as a minimum demonstrates Good Industry Practice;
 - 5.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 5.2.4 complies with the Security Policy and the ICT Policy.
- 5.3 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.
- 5.4 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.

6. Security Management Plan

- 6.1 Introduction
- 6.1.1 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.
- 6.2 **Content of the Security Management Plan**
- 6.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) 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;

- (d) 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;
- (e) 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;
- (f) 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 the Security Policy; and
- (g) 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.

6.3 Development of the Security Management Plan

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 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.

- 6.3.4 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.

6.4 Amendment of the Security Management Plan

- 6.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Deliverables and/or associated processes;
- (c) any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Buyer.

- 6.4.2 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:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

- 6.4.3 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.

- 6.4.4 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.

7. Security breach

- 7.1 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.

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- 7.2 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:
- 7.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) 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;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) 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.
- 7.3 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 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 10 (Exit Management)

1. DEFINITIONS

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
 ("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. **Assisting re-competition for Deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. **Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the KPIs, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular KPI(s), the Parties shall vary the relevant KPI(s) and/or the applicable KPI Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the

Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or
 - failing which

- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works) - NOT USED

Call-Off Schedule 12 (Clustering) - NOT USED

Call-Off Schedule 13 (Implementation Plan & Testing) - NOT USED

Call-Off Schedule 14 (Service Levels)

Contract Management

Dedicated Resource

- 1.1. The Buyer shall appoint a Contract Manager for the purposes of this Call-Off Contract and will give notice in writing to successful manufacturers of the identity of any person so appointed and of the replacement of any such person.
- 1.2. The Contractor shall also appoint a suitably qualified and experienced Contract Manager for the purposes of this Call-Off Contract. The Supplier shall give notice in writing to the Buyer of the identity of any person so appointed and of the replacement with equivalent experience of any such person. This individual will be responsible for all commercial issues relating to the contract and act as a single point of contact for the Buyer's Contract Manager.

Contract Performance

- 1.3. The Supplier must be responsible for monitoring its own performance under the Call-Off Contract and provide the Buyer with full particulars of any aspects of their performance, which fail to meet the requirements of the Call-Off Contract, unless otherwise notified in writing by the Buyer.
- 1.4. The Buyer reserves the right, for the duration of the Call-Off Contract, to monitor compliance with information submitted in the Supplier's bid submission and/or as part of the process of appointment to the CCS Framework RM6060.
- 1.5. Management Information requested as part of this Call-Off Contract shall be provided to individual Fleet Managers about their own Participating Organisation purchase activity and to the Buyer and Crown Commercial Services about all Participating Organisation's purchase activity, by the Suppliers giving detail as specified in this Schedule below.
- 1.6. The Supplier must note that the objective of the performance monitoring requirements is to achieve the following throughout the duration of this Call-Off Contract:
 - a) Meet the service and governance requirements of the Buyer;
 - b) Achieve continuous improvement in the management of overall performance, quality, price, delivery and customer service;
- 1.7. The Service Levels have been set so as to achieve an effective system of performance indicators that will show that the Supplier is providing the Deliverables in a reliable and timely manner in accordance with the terms of this Call-Off Contract (including the Service Levels).

KPI No	Activity Description	Measurement	Overall Annual Target
Delivery			
1.	The Supplier shall deliver standard non-converted vehicles including blue light specification vehicles to the agreed address of the relevant fleet manager.	Within 20 Weeks unless otherwise agreed.	100%
2.	The Supplier shall deliver turnkey/managed service vehicles by a specified date, agreed with the relevant fleet manager at the point of order acceptance and confirmation. The Supplier acknowledges and agrees that the vehicle will be deemed to be late if it is delivered after the delivery date agreed with the Buyer. For the standard specification this will be 26 weeks.	26 weeks/TBA dependant on Specification	100%
3.	The Supplier shall ensure that all deliveries are booked in with the Buyer and delivery times agreed	At least 5 working days before proposed delivery	100%
4.	Updates to individual fleet managers on the progress of all current vehicle orders, which shall include the estimated date of delivery.	Weekly	100%
5.	For all vehicles ordered an order acknowledgement must be provided to the relevant fleet manager. The order acknowledgement will contain the order details and an agreed delivery date. The Supplier acknowledges and agrees that any changes to the delivery date will be made only with mutual agreement of the relevant fleet manager.	5 working days of order receipt.	95%
6.	For all standard quotes requested the buyer requires a full written quotation via return e-mail. For more complex builds a mutually agreed timescale will be agreed.	5 working days	95%

7.	For turnkey/managed service orders the supplier must issue a new delivery schedule on the receipt of any specification changes and/or receipt of any free issue equipment.	Within 5 working days.	95%
8.	The Supplier shall provide replacement parts, spare parts and servicing parts, for all vehicles supplied. Delivery will be free of charge.	Within 1 working day of order	90%
9.	The Supplier shall provide a report to fleet managers and the Buyer's Contract Manager regarding lead times for the supply of any parts that are not readily available, including those placed on back-order.	Weekly	100%
10.	The Supplier shall provide fully priced (RRP) electronic catalogues (or hard copies) to fleet managers and the Buyer's Contract Manager for replacement parts available.	Quarterly	100%

Training				
11.	1.	Regionally based on or off-site product update training session p/a for up to 12 technicians.	At least twice annually as a minimum	100%
	2.	Successful bidders to provide evidence of Technical training calendar and adequate availability of courses available to police workshops nationally.	At least annually	100%
12.	The Supplier shall provide electronic technical bulletins regarding vehicles supplied to fleet managers and the Buyer's Contract Manager to include servicing, maintenance and repair; vehicle recall and retro-engineering packages, upgrades, parts and technical issues. The Supplier acknowledges and agrees that bulletins shall include the run-out date for current production models and release dates of new models.		Twice annually as a minimum	100%

Quality			
13.	Overall Customer Satisfaction The Buyer’s Contract Manager will undertake a Buyer Satisfaction Survey of perception of products/services. This will be reviewed during quarterly contract review meetings.	Annual	Demonstrable Improvement in satisfaction rate Level to be set at first quarterly review
14.	Complaints	Monthly	Reductions in levels of formal complaints year on year
Finance			
Management Information			
15.	Management Information The Supplier undertakes to provide management information to fleet managers (individual Force data), the Buyer’s Contract Manager and the CCS as Framework Owner (individual Participating Organisation data and Consolidated Participating Organisation Data across all participants) as detailed below:		
16.	As a minimum the Supplier shall provide Dates for; <ul style="list-style-type: none"> • Quotes requested • Quotes converted to order • Orders received • Orders confirmed • Planned delivery date • Delays to delivery • Reasons for delay • Actual delivery to convertor (if one stop shop) • Completion date at convertor (if one stop shop) • Delivery date to force • Late deliveries • Invoice date • Invoice value • Invoice paid 		

- 1.8 The service level agreement below is for the following elements of the Services to be provided by the Supplier to the Buyer. It is the intention of this Service Level Agreement (SLA) to provide an effective system of performance indicators that will show that the Call-Off Contract is providing a reliable and timely service to an agreed quality standard.

Supplier's Service Levels for the following elements of the Services			
	Vehicles that are booked in will be accepted into the dealership workshop.	Within 24 hours	90%
1.	Priority triage		
2.	Vehicles will have work started or will have been examined for future work.	Within 48 hours of acceptance	90%
3.	Operational vehicles will be back in operation or ready for collection.	Within 4 days of being examined	90%
4.	In circumstances where it is necessary for the dealership to have a vehicle for more than four days the dealership will inform the force fleet manager of this and the reasons.	Within 6 hours of this being established	90%
5.	A single point of contact will be appointed in the dealership. This person will inform the force fleet manager of any status changes of the repair.	Within 6 hours of this being established	90%
6.	If at anytime a marked or plain Police car is off the road for an extended period of time, dealerships must offer an alternative vehicle (marked or unmarked)	Within 1 working day	70%

Call-Off Schedule 15 (Call-Off Contract Management) - NOT USED

Call-Off Schedule 16 (Benchmarking) - NOT USED

Call-Off Schedule 17 (MOD Terms) - NOT USED

Call-Off Schedule 18 (Background Checks) - NOT USED

Call-Off Schedule 19 (Scottish Law) - NOT USED

Call-Off Schedule 20 (Call-Off Specification)

Specification

Turnkey/Managed Service

1. Some Forces require a turnkey/managed service solution in respect of Lot 2 Car – Response Low Performance Estate and Hatchback and Lots 18 & 19 Van – Response Prisoner Transport. The Turnkey Specifications are included with the corresponding Technical Specification. As specified in the CCS Framework RM6060, “these vehicles will be required to be standard production vehicles, which are converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall ensure that the conversion work is undertaken by itself or by a Sub-Contractor.” Please see clauses 4.6.2 to 4.6.10 of the RM6060 Specification document for further details of mandatory requirements.
2. Forces may have differing requirements in respect of the equipment to be fitted to the vehicle, and these requirements will be discussed and agreed with the manufacturer at the point of order. For the purpose of this further competition a standard turnkey specification has been provided, on which bidders can price and agree to the standard delivery time. For clarity BLC requires a 26 week delivery time in respect of the standard turnkey/managed service specification. This 26 week timescale or any alternative delivery time agreed will commence at point of order for the purpose of any claims for liquidated damages.
3. Some of the items required to be fitted to the above mentioned vehicles may be supplied free of issue to the manufacturer by the relevant participating organisation. Where these items are refurbished they will be supplied in a serviceable condition.

Warranty

4. CCS Framework RM6060 specifies a mandatory requirement at clause 4.5.1 of a minimum warranty period of 3 years or 100,000 miles (whichever comes first) in respect of all vehicles covered by this further competition.
5. In addition to this mandatory requirement, BLC requires additional warranty in order to cover all of the vehicles BlueLight life expectancy. BLC’s required number of years and miles for each vehicle type can be found in the relevant Appendix 2 for each Technical Specification.
6. The warranty cover is expected to be covered by the supplying manufacturer or, if they have taken on a third party supplier to provide extended warranty, any claims will still be managed by the supplying manufacturer.
7. For the duration of the warranty period, BLC requires that all of the vehicle and its parts will be covered and the commercial response at ITT Part 4 allows for submission of any related costs.

8. BLC aspires to undertake in-house warranty work relevant to the operational requirements and the vehicles purchased (specifically to reduce downtime) this will also depend on the capability of in-house workshops. To support this BLC will require manufacturers to provide a mechanism for this warranty work to be undertaken. This work will be undertaken to the same terms and conditions as other commercial outlets throughout the UK. To support this BLC requires the Manufacturer to ensure that a documented process is implemented and managed on an on-going basis throughout the contract period.
9. As per the mandatory requirement in clause 4.5.6 of Specification in the CCS Framework RM6060, “The Supplier shall ensure that any conversion work to vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Buyer, shall be covered by the warranty set out in paragraph 4.6.2 such that the whole vehicle, as converted, will be warranted on the terms set out above unless otherwise agreed with the Buyer”

Dealership Networks

10. It is important to all Fleet Managers that they can develop good business relationships with suppliers so that the process of ordering and receiving vehicles can be simplified and efficient. It is also imperative to the running of Fleets, that vehicles are not off the road for long periods of time and that officer time and resource is minimised with regards to delivery and collection of vehicles presented for essential warranty or recall work. Short lead times on the supply of vehicles is therefore considered to be of key importance to us and access to a good network of UK dealerships is also key to the running of the Fleet. Bidding manufacturers will need to demonstrate that they are able to meet the needs of all the Participating Organisations across the UK regardless of their geographic location and BLC will be looking for innovative solutions in those areas where local dealerships and franchises are scarce or not currently equipped to deal with BlueLight vehicles.
11. BLC requires high standards of service levels and manufacturers will be expected to sign up to the Service Levels set out in paragraph Call-off Schedule 14.

Demonstrator Vehicles

12. On occasion, participating organisations may have a requirement for the provision of demonstrator vehicles. In addition to the requirement under clause 4.1.16 of the Specification in the CCS Framework RM6060 for demonstrator vehicles for the purpose of testing, circumstances sometimes arise where for operational reasons, for example, high profile events, warranty recall situations and other periods of high demand, additional vehicles may be needed by Forces on a temporary basis. Bidding manufacturers will need to demonstrate how they propose to assist participating organisations in such circumstances.

Social Value

13. **Environmental** – It is clear from the work done on assessing sustainability impacts for this particular tender, that vehicles play a major role in the escalation of climate change and that forces have a collective responsibility to try to minimise that effect. BLC is therefore, considering various fuel types and will need contracts

that are flexible enough to address those concerns as manufacturers continue to develop their alternative fuel offering and the infrastructure to support them grows.

14. **Social/Economic** – Participating organisations want to support Sustainable Procurement by addressing the wider issue of sustainability where it can influence the type and quantity of resources we consume and the effect on the local and national economy. In accordance with the Public Services (Social Value) Act 2012, Commissioners across the UK have a duty to ensure that they consider how services can improve the social, economic and environmental well-being of their location and consider, then demonstrate, that some degree of social value has been sought and achieved where possible in contracts. One definition of Social Value, relevant to our particular organisations, is as follows:

“Outcomes, measures and activity that will create safer, more resilient communities, reduce offending and reoffending and improve the quality of life of residents.”

In terms of the procurement of BlueLight Fleet Vehicles and associated services, we will be looking as part of this tender opportunity, for bidders to demonstrate how they can help us to achieve Social Value out of these contracts in a way that is relevant to the contract. So, for example and not limited to, making roads safer, reducing car crime, enhancing vehicle security, changing driver behaviour, supporting training and economies and so on. We are looking to our suppliers to be innovative in their ideas of how they can provide positive social value outcomes across the UK given that this is a national procurement exercise. Police Forces also have a particular concern in terms of the technology now available, which is aiding car crime and are keen to hear how manufacturers are responding to this escalating threat.

More information about Social Value can be found at:

<http://www.socialenterprise.org.uk/news/new-guide-the-public-services-social-value-act>

Parts

15. The availability and provision of parts is of key importance to BLC and the cost of replacement parts will have an effect on the whole life costs of police vehicles. Manufacturers should refer to the specification in CCS Framework RM6060 starting from clause 4.4.4 in terms of the obligations under the framework agreement. BLC requires a discount structure to be applied across this collaboration and has therefore, included provision for proposals in terms of percentage discount in the pricing evaluation element of this competition as well as fixed price costing for a number of specified service items, additional wear items and front-end damage repair items.

Diagnostic Equipment

16. A number of BlueLight organisations run their own workshops in house to undertake repairs, servicing and warranty work. BLC therefore, requires as part of this competition, manufacturers to facilitate direct access to vehicle diagnostic equipment, updates, processes and training, pursuant to vehicles supplied

as per clause 4.4.13 of the Specification in CCS Framework RM6060. Any costs associated with provision of this needs to be included in the relevant part of the commercial response.

Training

17. Due to our numbers BLC requires support for warranty and servicing. Therefore BLC needs manufacturers to provide the following training. Bidding manufacturers will be required to demonstrate how they will facilitate this across the UK.
 - 1) At least 2 regionally based on or off-site product update training session p/a for up to 12 technicians.
 - 2) Successful bidders to provide evidence of Technical training calendar and adequate availability of courses available to police workshops nationally.

After-Sales Services

18. BLC requires manufacturers to provide a high quality of after-sales support services to participating organisations. This is to include access to appropriately qualified and experienced technical expertise with at least one dedicated point of contact. This shall be a named individual(s) which may be supported by a helpline.
19. In addition to the above, BLC requires manufacturers to provide a clear escalation route and process for vehicle off road issues in order to maximise vehicle availability.
20. All critical service recalls and campaigns must be notified to the nominated contacts as listed in Appendix 4 – Participating Organisations Fleet Contacts immediately.
21. BLC requires the manufacturer to put in place a Service Level Agreement with any nominated local dealerships/franchises in liaison with Fleet Managers. A template is provided as an example in Call-off Schedule 14.

Technical Specification Lot 2 – Attachment 9



APPENDIX 2 Tech
Spec Lot 2.xlsx

Master Technical Descriptions – Attachment 10



Master Technical
Descriptions.xlsx

Fleet Contacts & Garage Addresses – Attachment 11



APPENDIX 4 Fleet
Contacts and Garag

Joint Schedules
Crown Copyright 2018

Joint Schedule 1 (Definitions)

1. Definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.

1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant

	<p>Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;

"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;

"Call-Off Support Rates"	means the Support Rates specified in a Call-Off Contract which shall be the same or better than the Framework Contract Support Rates;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date i) until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

	<ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
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"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Mobilisation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " Disaster Period ");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>a) descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>c) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>d) has been or shall be generated for the purpose of providing the Deliverables;</p>

"DOTAS"	e) the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	f) any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>a) the earlier of:</p> <p>b) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>c) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable in the first Contract Year specified in the Call-Off Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in the subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period.</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	a) the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;

"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Contract Support Rates"	means the discounts set out in Framework Schedule 3 Annex 1 (Supplier's Charging Structure);
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Support Rate Discount"	the discounts in the tender submitted by the Supplier to CCS;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and

	b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier),

	as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Contract Support Rates/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 Annex 1 Supplier's Charging Structure and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors'

	<p>meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;

"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	means any Sub-Contractor: <ul style="list-style-type: none"> a) listed in Schedule 6 (Key Sub-Contractors); and/or b) which, in the opinion of the CCS, performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in Specified in Framework Schedule 5 (Management Charges and Information);

"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Manufacturer"	the lead representative organisation of particular vehicle marques which will adopt full management responsibility for all aspects of vehicle importation, distribution, delivery, sales, after sales and warranty/recall activities within the UK public sector marketplace and will take responsibility for the management of the relevant UK dealership network.
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Mobilisation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Mobilisation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"MRP"	means the price of a vehicle exclusive of VAT, delivery to dealer, number plates, statutory first registration fee and vehicle excise duty;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates

	<p>and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

	<ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Charges"	means any values, rates or amounts set out in Framework Schedule 3 Annex 1 Supplier's Charging Structure;
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;

"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or

	<p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <p>a) the nature of the data to be protected</p> <p>b) harm that might result from Data Loss Event;</p> <p>c) state of technological development</p> <p>d) the cost of implementing any measures</p> <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Recall”	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	<p>the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);</p>
"Regulations"	<p>the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;</p>

"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Relevant Person"	means any employee, agent, servant, or representative of CCS, or of any Buyer or other public body.
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Requesting Bodies"	means a supplier appointed to the CCS framework agreement for Vehicle Lease and Fleet Management (RM3710) or the CCS Vehicle Conversion dynamic purchasing system (RM3814) and their successor agreements which has the benefit of the Framework Contract Support Rates;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in [Annex 2] of Part B of Call-Off Schedule 13 (Mobilisation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and must provide assurance that:</p> <ul style="list-style-type: none"> a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; b) all related invoices are completely and accurately included in the MI Reports;

	<p>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</p> <p>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS</p>
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <p>a) the Deliverables are (or are to be) provided; or</p> <p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p>
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;

"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract;
"Supported Schedules"	schedules in which CCS will oversee certain processes. Such oversight shall be provided in relation to the operation of such schedules in each Call-Off Contract;

"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Deliverables in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;

"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of

	personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contact Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete as applicable: CCS / Buyer]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority

notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex: Required Insurances

8. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
- 8.1 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 8.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 8.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALLY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	All documents with commercial pricing; All ITT part 4 responses, Vauxhall Appendix 10, Any pricing in all Appendix 2 tech spec documents
2. Section/paragraph of document	All of Vauxhall Appendix 10, any pricing information in all ITT4 or Appendix 2 tech spec documents
3. Specify the Information/wording considered to be confidential/ commercially sensitive	All of Vauxhall Appendix 10, any pricing information in all ITT4 or Appendix 2 tech spec documents
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This is commercial information for Vauxhall Motors Limited and cannot be disclosed. It is confidential between Vauxhall and BLC
5. Timescale which information under (3) shall be confidential	Never to be publically disclosed. If other manufacturers understood the commercial pricing and key commercial conditions it is a similar outcome to if we discussed it with them (which is collusion and therefore not legal)
6. Specify Exemption Confidential or Commercially Sensitive	Commercially sensitive.

Joint Schedule 5 (Corporate Social Responsibility)

1. WHAT WE EXPECT FROM OUR SUPPLIERS

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

- 3.1 **"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.2 The Supplier:

- 3.2.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.2.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.2.3 warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.
- 3.2.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

- 3.2.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.2.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.2.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.2.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.2.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.2.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.2.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
- 6.2 <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

Organisations Name (including company registration number)	Address and telephone number	Contact	*Service / requirement undertaken	*% of overall contract
GEFCO U.K. LIMITED (01544410)	Central Boulevard, Prologis Park, Coventry, United Kingdom, CV6 4BX 024 7633 9900	Steve Coombes	Vehicle PDI Vehicles Deliveries Initial preparation for turnkey vehicles	
JACK HODSON LIMITED (00879159)	Unit 9 Bechers Drive, Aintree Racecourse Retail & Bus Pk, Liverpool, Merseyside, England, L9 5AY 0151 922 4414	Peter Hodson	Validated PSA turnkey vehicle converter	
EVO LIMITED (06918179)	Unit 19 Barton Industrial Estate, Faldo Road, Barton-Le-Clay, Bedford, MK45 4RP 01582 881033	Darren Culley	Validated PSA turnkey vehicle converter	
ROBERT LAWSON & SONS (SCOTLAND) LTD (SC382048)	Block 25 Units 3 & 4 Kilspindie Road, Dundee, Angus, DD2 3QH	Robert Lawson	Validated PSA turnkey vehicle converter	
HALLS ELECTRICAL LTD (02036219)	Unit 17 Dean Court, Great Western Business Park, Yate Bristol, BS37 5NJ 01454 319722	Rob Hughes	Validated PSA turnkey vehicle converter	

JAMES ALPE LIMITED(03346253)	Lincoln Way, Salthill Industrial Estate, Clitheroe, Lancashire, BB7 1QD 01200 44 44 55	Alison Goosens	Fabricator of Expert & Vivaro Cell Validated PSA turnkey vehicle converter	
PSA Technical Centre (part of PSA Group)	280 Humber Rd, Coventry CV3 1BH, United Kingdom 02476 884000	Darren Hale	Validated PSA turnkey vehicle converter	
IBC Conversion Centre Luton (part of PSA Group)	Kimpton Road, Luton LU2 0JX, United Kingdom	Stephen Withey	Validated PSA turnkey vehicle converter	
AJ ENGINEERING SERVICES LIMITED (05157754)	Unit 11/12, City Works, Openshaw, Manchester, M11 2NB 0161 223 9299	Jason Wingfield	Validated PSA turnkey vehicle converter	

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;</p>
"Credit Rating Threshold"	<p>the minimum credit rating level for the Monitored Company as set out in Annex 2 and</p>

"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier, the Framework Guarantor and Call-Off Guarantor or any Key Subcontractor
"Rating Agencies"	the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for either the Monitored Company the Supplier shall ensure that the Monitored Company's auditors (as the case may be) thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as the case may be as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company (as the case may be)];
- B is the value of all marketable securities held by the Supplier the Monitored Company (as the case may be)determined using closing prices on the Working Day preceding the relevant date;

- C is the value at the relevant date of all account receivables of the Monitored Company (as the case may be); and
- D is the value at the relevant date of the current liabilities of the Monitored Company (as the case may be).

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event the credit rating of the Monitored Company (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company (as the case may be) at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 Not used
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.
- 5. When can CCS or the Buyer terminate for financial distress**
 - 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Annex 1: Rating Agencies

Dun & Bradstreet UK

Annex 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold

Joint Schedule 8 (Guarantee) – NOT USED

Joint Schedule 9 (Minimum Standards of Reliability) – NOT USED

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data) - NOT USED



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