



**FRAMEWORK CONTRACT FOR MANAGED REMARKETING OF VEHICLES & PLANT
(NEPO202)
ORDER FORM**

This Order Form shall be used in accordance with the Framework Contract for the Provision of Managed Remarketing of Vehicles & Plant (NEPO202).

This Order Form constitutes an offer by a Contracting Authority to purchase the agreed services under this Framework Contract subject to the Call-Off Terms and Conditions contained or referred to in the Call-off Contract. This Order Form forms part of the Call-Off Contract.

To be completed by Contracting Authority	
Contract Reference	C27768
Contracting Authority Name	Environment Agency
Contracting Authority Address	[REDACTED]
Name	[REDACTED]
Position	Contract Manager
Email	[REDACTED] [REDACTED]
Telephone	
Awarded Contractor	Brightwells Limited
Estimated Annual Value of Award	£0 The Charges for the Services shall be as set out in Annex 3.
Commencement Date	21 st January 2025
Expiry Date	Initial Expiry Date: 20 th January 2027 Possible Extension End Date: 20 th January 2029 Maximum End Date: 20 th January 2030
Payment	The transfer of monies to Defra Group Fleet Services (DGFS) shall be made via BACS within 3 working days from sale day for 4x4', LCV's and cars, and 10 working days for all other asset types. Remittance details of payments to be made must include: <ul style="list-style-type: none"> • Item description • Fleet number or registration number • Net sale proceeds • Deductions from sale proceeds

	<ul style="list-style-type: none"> • VAT amount • Gross sale proceeds <p>The supplier must present an official VAT invoice stating the valid purchase order number to:</p> <p>██</p> <p>██</p>
<p>Contractor’s Insurance / Liability Cap</p>	<p>The Supplier shall at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance; or ensure and be able to upon request from the Customer demonstrate it has the necessary assets and suitable provisions within their accounts to self-insure to the levels required by this Agreement:</p> <p>Crane Lorry & Low Loader:</p> <ul style="list-style-type: none"> • Public / Products liability with a limit of indemnity of £10,000,000; • Employers liability with a limit of indemnity of £10,000,000; • Goods in Transit (protects goods during transportation against damage or destruction, loss, theft and consequential losses) with a limit of indemnity of £850,000 per vehicle. <p>Multi-Vehicle Transporter:</p> <ul style="list-style-type: none"> • Public / Products liability with a limit of indemnity of £10,000,000; • Employers liability with a limit of indemnity £10,000,000; • Goods in Transit (protects goods during transportation, against damage or destruction, loss, theft and consequential losses) with a limit of indemnity of £1,000,000 per occurrence.
<p>Intellectual Property Rights (“IPR”) Clauses</p>	<p>All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party’s Prior Rights are set out in a Prior Right Schedule to this contract.</p> <p>All *results shall be the property of the Agency.</p> <p>*The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the supplier. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.</p>

	<p>*results - All things produced in performing the services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.</p> <p>*the Resulting Rights - All Intellectual Property Rights in the results that are originated, conceived, written or made by the supplier, whether alone or with others in the performance of the services or otherwise resulting from the contract.</p>
Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Contractor shall attend progress meetings with the Customer every quarter. • The Contractor shall provide the Customer with progress reports every quarter.
Special Terms	Special Term 1 – There will be no payments made by the Contracting Authority to the Contractor. All the payments will be from the Contractor to the Contracting Authority.
TUPE	TUPE does not apply to this contract.

Contractor Acknowledgment (to be completed by Contractor)	
Name	[REDACTED]
Position	Primary Account Manager
Email Address	[REDACTED]
Telephone	[REDACTED]
Contractor Address	Brightwells Limited [REDACTED]

Formation of Call-Off Contract

By signing and returning this order form (which may be done by electronic means) the Contractor agrees to enter a Call-Off Contract with the Contracting Authority to provide the above services.

The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and Conditions and by signing below agree to be bound by this Call-Off Contract.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Contracting Authority acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Contractor within two (2) Working Days from receipt.


The Condition of Contract of the Services is set out in Annex 1A and Annex 1B.

The specification of the Services to be delivered is set out in Annex 2.

The Charges for the Services to be delivered is set out in Annex 3.

The Supplier's Tender Response is set out in Annex 4.

For and on behalf of the Contractor



For and on behalf of the Contracting Authority



Once Signed by both parties, this document should be forwarded to NEPO:

fleet@nepo.org

North East Procurement Organisation (NEPO)

Northern Design Centre, Abbots Hill, Baltic Business Quarter, Gateshead, NE8 3DF

ANNEX 1A: SCHEDULE 1 CALL-OFF TERMS AND CONDITIONS

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PART A OPERATIVE PROVISIONS

A1 DEFINITIONS

The terms and expressions used in these Call-Off Terms and Conditions shall have the meanings set out below:

“Authorised Officer”	the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Call-Off Contract in the Contract Particulars or as amended from time to time and in default of such notification the Council’s head of procurement or similar responsible officer.
“Assigned Employees”	In respect of Clause G4 an individual employed by the Contractor wholly or mainly in the performance of the Services.
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in England.
“Call-Off Contract”	the agreement (made pursuant to the provisions of the Framework Agreement) in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority: <ol style="list-style-type: none"> 1. the Order Form; 2. the Contract Particulars; 3. any Special Terms and Conditions; 4. the Call-Off Terms and Conditions; 5. the Mini-Competition Tender.
“Change in Law”	the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Call-Off Contract.
“Contract Particulars”	the document detailing the specific core terms of the Framework Agreement which shall include but not be limited to the Pricing Schedule, Authorised Officer, Contract Manager, Key Personnel, and the Specification and relevant contract specific details of the Tender included in the document.
“Call-Off Terms and Conditions”	The terms and conditions set out in this document;
‘Commercially Sensitive Information’	the information used in the Contract Particulars comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information”	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).
“Contracting Authority”	the contracting authority named in the Contract Particulars and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Contracting Authority (whether in part or totally) or which is controlled by or is under common control with the Contracting Authority (and the expression ‘control’ shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).
“Contractor”	the contractor and where applicable this shall include the contractor's Employees, sub-contractors, agents, representatives, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.
“Contract Manager”	the person named in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause B3.2 .
“Contract Particulars”	the document detailing the specific core terms of the Framework Agreement which shall include but not be limited to the Pricing Schedule, Authorised Officer, Contract Manager, Key Personnel, and the Specification and relevant contract specific details of the Tender included in the document.
“Contract Period”	the period of the Call-Off Contract as stated in the Order Form (and any extension in accordance with clause B1).
“Control”	control as defined by section 416 of the Income and Corporation Taxes Act 1988.
“Council”	the Association of North East Councils Limited trading as the North East Procurement Organisation (NEPO)
“Data Protection Legislation or DPL”	Means (i) unless and until the GDPR is no longer directly applicable in the UK the GDPR, the LED and any applicable national implementing laws as amended from time to time and then (ii) the Data Protection Act 2018 [subject to Royal Assent] and / or any other successor legislation to the GDPR or the Data Protection Act 1998 and (iii) all applicable Law about the processing of personal data and privacy

“Delivery Instructions”	the instructions provided in the Order Form and any other information that the Council considers appropriate to the provision of the Services.
“Employee”	any person employed by the Contractor to perform the Call-Off Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause G4 (TUPE and Re-Tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services..
“EIR”	The Environmental Information Regulations 2004.
“Framework Agreement”	The framework agreement for services included within the Invitation to Tender;
“FOIA”	The Freedom of Information Act 2000.
“Force Majeure”	any cause materially affecting the performance by a party of its obligations under this Call-Off Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, industrial action (subject to clause H6.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.
“Good Industry Practice”	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Call-Off Contract.
“HRA”	The Human Rights Act 1998.
“Intellectual Property Rights”	patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Invitation to Tender”	the Council’s invitation to tender
“Key Personnel”	those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause B6.1.5 .
“Law”	any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements

	of any regulatory body of which the Contractor is bound to comply.
“Liabilities”	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
“Mini-Competition Invitation to Tender”	The invitation to tender issued by the Contracting Authority in accordance with the mini-competition procedure set out at clause 6.2 of the terms and conditions to the Framework Agreement.
“Mini-Competition Tender”	The tender response submitted by the Contractor in accordance with the mini-competition procedure set out at clause 6.2 of the terms and conditions to the Framework Agreement.
“Order”	an order for Services served by the Contracting Authority on a Contractor in accordance with the procedures set out in the Framework Agreement;
“Order Form”	the document setting out details of an Order in a form to be specified by the Contracting Authority;
“PCR 2015”	The Public Contracts Regulations 2015;
“Price”	the price of the Services calculated in accordance with the Pricing Schedule and specified, in relation to the Call-Off Contract, in the Order Form. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
“Pricing Schedule”	the schedule from the Mini-Competition Tender detailing the pricing as detailed in the Contract Particulars.
“Prohibited Act”	Include any of the following (i) materially increase or decrease the number of employees employed in connection with the Contract; (ii) vary or purport or promise to vary the terms and conditions of any Employees; (iii) terminate the employment of any of the employees assigned to the provisions of the Services for any reason whatsoever save where termination is lawful or (v) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Contract.
“Replacement Contractor”	any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Call-Off Contract.
“Services”	the services described in the Specification to be supplied by the Contractor in accordance with the Call-Off Contract together with all equipment required and any associated goods provided by the Contractor in relation to those services.

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| “Special Terms and Conditions” | the additional terms and conditions attached which were set out in the Invitation to Tender. |
| “Specification” | the specification included in the Mini-Competition Invitation to Tender setting out the Contracting Authority's detailed requirements in relation to the Services. |
| “Transferring Employees” | means those employees employed wholly or mainly by the contractor in providing the Services and who will transfer to a Replacement Contractor or the Contracting Authority (as the case may be) under the provisions of TUPE. |
| “Tender” | the Contractor’s tender for the Services in response to the Council’s Invitation to Tender. |
| “TUPE” | The Transfer of Undertakings (Protection of Employment) Regulations 2006. |
| ‘VAT’ | Value added tax |
- A1.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- A1.2 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- A2 HEADINGS**
- A2.1 The index and headings to the clauses and appendices to and schedules of this Call-Off Contract are for convenience only and will not affect its construction or interpretation.
- A3 NOTICES**
- A3.1 Any notice required by this Call-Off Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address notified to each other as set out in the Contract Particulars.
- A3.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

A4 ENTIRE AGREEMENT

- A4.1 The Call-Off Contract constitutes the entire agreement between the parties relating to the subject matter of the Call-Off Contract. The Call-Off Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

PART B PROVISION OF SERVICES**B1 CALL-OFF CONTRACT PERIOD**

- B1.1 The Call-Off Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.
- B1.2 If the Contract Period includes an option to extend and the Contracting Authority intends to take up the option, the Contractor shall be notified in writing within the period stated in the Order Form prior to the commencement of the extension. If no such notification is issued the Call-Off Contract shall automatically expire after the initial Contract Period.

B2 PERFORMANCE

- B2.1 The Services shall be provided in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions the Services shall be delivered between 9a.m. and 5p.m. on a Business Day.
- B2.2 The time of the delivery of the Services is of essence to the Call-Off Contract.
- B2.3 The Contracting Authority will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Contracting Authority's premises.
- B2.4 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Contracting Authority which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Call-Off Contract, the Contractor shall inform the Contracting Authority and the Contracting Authority may, at its absolute discretion, extend the period of the Call-Off Contract accordingly.
- B2.5 If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Call-Off Contract, the Contractor shall inform the Contracting Authority immediately.
- B2.6 If the Contractor has a change in Control, the Contractor shall inform the Contracting Authority as soon as reasonably practicable.
- B2.7 The Contracting Authority retains the Contractor for the performance of the Services on a non exclusive basis.

B3 CONTRACT MANAGER

- B3.1 The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Framework Agreement.
- B3.2 The Contractor shall forthwith give notice in writing to the Contracting Authority of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Contracting Authority before changing its Contract Manager.

B4 ORDERING PROCESS

- B4.1 Orders shall be placed by the Contracting Authority and be accepted by the Contractor in accordance with the provisions of the Framework Agreement.

B5 RISK IN AND TITLE TO GOODS

- B5.1 Risk in any goods provided as part of the Services shall pass to the Contracting Authority upon delivery without prejudice to any rights of rejection which may accrue to the Contracting Authority under the Call-Off Contract or otherwise.
- B5.2 Title in any goods provided as part of the Services shall pass to the Contracting Authority upon delivery or earlier payment.

B6 WARRANTY

- B6.1 The Contractor warrants to the Contracting Authority that the Services will be provided:
- B6.1.1 in a proper, skilful and workmanlike manner;
 - B6.1.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice
 - B6.1.3 in accordance with the Call-Off Contract and any descriptions provided by the Contractor;
 - B6.1.4 to the reasonable satisfaction of the Authorised Officer;
 - B6.1.5 by Key Personnel (if any) who shall not be released from providing the Services permanently without the agreement of the Contracting Authority, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Contracting Authority, or the element of the Services in respect of which the individual was engaged has been completed to the Contracting Authority's satisfaction or other extenuating circumstances explained to the Contracting Authority. Any replacements for the Key Personnel shall be subject to the agreement of the Contracting Authority and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and

- B6.1.6 in a way that the Contractor takes every reasonable precaution to safeguard the Contracting Authority's property entrusted to the care of the Contractor.
- B6.2 The Contractor warrants to the Contracting Authority that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
 - B6.2.1 be free from defects in design, material and workmanship; and
 - B6.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- B6.3 Without prejudice to the Contracting Authority's rights to terminate under [clause D1](#) (Termination), if any of the Services supplied are not in accordance with the Call-Off Contract, the Contracting Authority shall be entitled to:
 - B6.3.1 require the Contractor to provide replacement Services in accordance with the Call-Off Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or
 - B6.3.2 require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Contracting Authority in obtaining replacement Services.

B7 CONTRACTOR'S EMPLOYEES

- B7.1 The Contracting Authority reserves the right under the Call-Off Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Contracting Authority:
 - B7.1.1 any member of the Contractor's Employees; and/or
 - B7.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor whose admission or continued presence would be, in the reasonable opinion of the Contracting Authority, undesirable.
- B7.2 When directed by the Contracting Authority, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Call-Off Contract to any premises occupied by or on behalf of the Contracting Authority, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Contracting Authority may reasonably desire.
- B7.3 The Contractor's Employees, engaged within the boundaries of any of the Contracting Authority's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.
- B7.4 The decision of the Contracting Authority as to whether any person is to be refused access to any premises occupied by or on behalf of the Contracting Authority shall be final and conclusive.
- B7.5 The Contractor shall replace any of the Contractor's Employees who the Contracting Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Employees for any

reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

- B7.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Contracting Authority under this clause.

PART C PRICE AND PAYMENT

C1 PRICE AND PAYMENT

- C1.1 The Contracting Authority shall pay the Price for the Services to the Contractor.
- C1.2 The Price shall be fixed for the duration of the Contract Period.
- C1.3 The Contractor shall submit a single VAT invoice to the Contracting Authority no later than seven (7) days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable. The Contracting Authority will consider and verify all invoices in a timely fashion.
- C1.4 The Contractor must be capable of implementing, managing and supporting PCards if requested by a Contracting Authority. Payment by PCards will be made as agreed between the Contractor and their PCard provider.
- C1.5 Payment of any undisputed invoice will be made no later than thirty (30) days from the date on which the Contracting Authority has determined that the invoice is valid and undisputed.
- C1.6 Where the Contracting Authority fails to comply with clause [C1.3](#) and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause [C1.3](#) after a reasonable time has passed.
- C1.7 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
- (a) Provisions having the same effect as clauses [C1.3](#) – [C1.6](#) above; and
 - (b) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses [C1.3](#) – [C1.6](#) above. In clause 1.7, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Contracting Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- C1.8 The Contracting Authority reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Contracting Authority’s satisfaction.
- C1.9 Any overdue sums will bear interest from the due date until payment is made at 4% per annum over the Bank of England base rate from time to time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.
- C1.10 The Contracting Authority will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Contracting Authority to the

Contractor against any liability of the Contractor to the Contracting Authority (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Contracting Authority are payable under this Call-off Contract. The Contracting Authority's rights under this clause will be without prejudice to any other rights or remedies available to the Contracting Authority under this Contract or otherwise.

C1.11 Further details of payment, if any, are set out in the Pricing Schedule.

PART D TERMINATION AND CONSEQUENCES OF TERMINATION

D1 TERMINATION

- D1.1 Subject to the provisions of [clause H6](#) (Force Majeure) the Contracting Authority may terminate the Call-Off Contract with immediate effect by notice in writing to the Contractor on or at any time if:
- D1.1.1 the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies; or
 - D1.1.2 the Contractor is convicted of a criminal offence; or
 - D1.1.3 the Contractor ceases or threatens to cease to carry on its business; or
 - D1.1.4 the Contractor has a change in Control which the Contracting Authority believes will have a substantial impact on the performance of the Call-Off Contract; or
 - D1.1.5 there is a risk or a genuine belief that reputational damage to the Contracting Authority will occur as a result of the Call-Off Contract continuing; or
 - D1.1.6 the Contractor is in breach of any of its obligations under this Call-Off Contract that is capable of remedy and which has not been remedied to the satisfaction of the Contracting Authority within 14 days, or such other reasonable period as may be specified by the Contracting Authority after issue of a written notice specifying the breach and requesting it to be remedied; or
 - D1.1.7 there is a material or substantial breach by the Contractor of any of its obligations under this Call-Off Contract which is incapable of remedy; or
 - D1.1.8 the Contractor commits persistent minor breaches of this Call-Off Contract whether remedied or not.
 - D1.1.9 the Call-Off Contract has been subject to a substantial modification which would have required the Contracting Authority to carry out a new procurement procedure in accordance with Regulation 72(9) of the PCR 2015;
 - D1.1.10 the Contractor has, at the time of the Framework award, been in one of the situations referred to in Regulation 57(1) or (2) of the PCR 2015 (grounds for

mandatory exclusion), and should therefore have been excluded from the procurement procedure; or

- D1.1.11 the Call-Off Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties (as defined in the PCR 2015) and the Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.
- D1.2 The Contracting Authority reserves the right to terminate the Call-Off Contract in part in the case of termination under clauses [D1.1.6](#), [D1.1.7](#) and [D1.1.8](#).
- D1.3 The Contracting Authority reserves the right to terminate the Call-Off Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.
- D1.4 Termination of the Call-Off Contract under this [clause D1](#) shall not cause the Framework Agreement to terminate automatically. For the avoidance of doubt, the Framework Agreement shall remain in force unless and until it is terminated or expires by its own terms.
- D1.5 Termination of this Call-Off Contract under this [clause D1](#) shall not cause other Call-Off Contracts, which may have been entered into separately by the Parties under the Framework Agreement, to terminate automatically.

D2 CONSEQUENCES OF TERMINATION

- D2.1 If this Call-Off Contract is terminated in whole or in part the Contracting Authority shall:
- D2.1.1 be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Call-Off Contract or the affected part of the Call-Off Contract up to the time of the termination; and/or
- D2.1.2 except for termination under [clause D1.3](#), be entitled to deduct from any sum or sums which would have been due from the Contracting Authority to the Contractor under this Call-Off Contract or any other contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Contracting Authority resulting from or arising out of the termination of this Call-Off Contract. Such loss or damage shall include the reasonable cost to the Contracting Authority of the time spent by its officers in terminating the Call-Off Contract and in making alternative arrangements for the supply of the Services or any parts of them; and/or
- D2.1.3 where termination arises under [clause D1.3](#), pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination; and/or
- D2.1.4 in the event that any sum of money owed by the Contractor to the Contracting Authority (the Contractor's debt) exceeds any sum of money owed by the Contracting Authority to the Contractor (the Contracting Authority's debt) under this Call-Off Contract then the Contracting Authority shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Contracting Authority's debt or to recover the Contractor's debt as a civil debt.

D2.2 Upon the termination of the Call-Off Contract for any reason, subject as otherwise provided in this Call-Off Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Call-Off Contract.

D3 DISPUTE RESOLUTION PROCEDURE

D3.1 If a dispute arises between the Contracting Authority and the Contractor in connection with the Call-Off Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

D3.2 If a dispute is not resolved within fourteen (14) days of referral under clause [D3.1](#) then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.

D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses [D3.1](#) and [D3.2](#), shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D4 SURVIVAL

D4.1 The following clauses will survive termination or expiry of the Call-Off Contract: [Clause B5](#) (Risk in and Title to the Goods), [Clause D2](#) (Consequences of Termination), [Clause F1](#) (Intellectual Property), [Clause F2](#) (Data Protection), [Clause F3](#) (Freedom of Information), [Clause F4](#) (Confidentiality), [Clause F5](#) (Record Keeping and Monitoring), [Clause F6](#) (Transparency), [Clause G4](#) (TUPE and Re-Tendering), [Clause H4](#) (Severance), [Clause H10](#) (Non Solicitation and Offers of Employment) and [Clause H12](#) (Law and Jurisdiction).

PART E INSURANCE AND LIABILITIES

E1 INSURANCE

E1.1 The Contractor shall maintain insurance necessary to cover any liability arising under the Call-Off Contract as set out in the Contract Particulars.

E1.2 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

E1.3 If the Contractor does not maintain the necessary insurances under the Call-Off Contract the Contracting Authority may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

E2 INDEMNITY AND LIABILITY

- E2.1 Either Party (“the Indemnifying Party”) shall fully indemnify the other Parties (“the Indemnifying Parties) in full without limit of liability for any losses arising from the Indemnifying Party’s breach of their obligations under this Contract, or the reckless, negligent or wilful default of the Indemnifying Party or their appointed agents, representatives or sub-contractors in the provision of the Services. For the avoidance of doubt, this indemnity shall include claims for damage or injury to the personal property of any third party (including any infringement of Intellectual Property Rights) which results in Liabilities awarded against or costs incurred by the Indemnified parties.
- E2.2 Neither party seeks to exclude or limit its liability for:
- E2.2.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party’s negligence);
 - E2.2.2 fraudulent misrepresentation; or
 - E2.2.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- E2.3 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

PART F PROTECTION OF INFORMATION

F1 INTELLECTUAL PROPERTY

- F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- F1.1.1 provided to the Contractor by the Contracting Authority shall remain the property of the Contracting Authority;
 - F1.1.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Call-Off Contract shall belong to the Contracting Authority subject to any exceptions set out in the Contract Particulars.
- F1.2 The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Call-Off Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Contracting Authority a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Contracting Authority an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the replacement Contractor or to any other third party providing services to the Contracting Authority, and shall be granted at no cost to the Contracting Authority.

- F1.3 It is a condition of the Call-Off Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Contracting Authority against all Liabilities which the Contracting Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Contracting Authority.
- F1.4 At the termination of the Call-Off Contract the Contractor shall at the request of the Contracting Authority immediately return to the Contracting Authority all materials, work or records held in relation to the Services, including any back-up media.

F2 DATA PROTECTION

- F2.1 For the purposes of this clause F2, the following definitions shall apply:

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract

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.

Protective Measures: appropriate technical and organisational measures which may include: 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.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract

- F2.2 The Contractor shall (and shall procure that any of its Employees involved in the provision of the Goods) comply with any requirements under the DPL.
- F2.3 In particular and without prejudice to the generality of clause F2.2 above, if the Contractor is acting as Data Controller within the meaning of the DPL for any data provided to the Contractor by the Council or vice versa under this contract then the following provisions shall apply:
- F2.3.1 The Contractor and the Council shall comply with the Data Sharing Code of Practice produced by the Information Commissioner and as amended from time to time
- F2.3.2 In accordance with good practice, either Party may at any time require the other to enter into a Data Sharing Agreement. In considering a proposed Data Sharing Agreement, either Party cannot unreasonably and without good reason refuse to enter into a Data Sharing Agreement.
- F2.4 In particular and without prejudice to the generality of clause F2.2 above, if the Contractor and the Council are acting as Joint Data Controllers within the meaning of the DPL for any data collected by or provided to either party under this contract then the following provisions shall apply:

- F2.4.1 The Parties shall designate between them a contact point for data subjects in relation to any personal data under the joint control of the parties.
- F2.4.2 Each Party shall provide all reasonable assistance to the other in relation to any complaint, communication or request made under the data protection legislation and the preparation of any Data Protection Impact Assessment
- F2.4.3 Each Party shall ensure that it has in place Protective Measures as appropriate to protect the Personal Data having taken account of the:
- a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- F2.4.4 Each Party shall take all reasonable steps to ensure the reliability and integrity of any Personnel or staff who have access to the Personal Data and ensure that they are aware of and comply with the Party's data protection obligations have undergone adequate training in the use, care, protection and handling of Personal Data; and
- F2.4.5 Each Party shall notify the other immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request) in relation to any data under the joint control of the Parties;
 - b) receives a request to rectify, block or erase any Personal Data in relation to any data under the joint control of the Parties;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation in relation to any data under the joint control of the Parties;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in relation to any data under the joint control of the Parties;
 - e) receives a request from any third Party for disclosure of Personal Data under the joint control of the Parties where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event in relation to any data under the joint control of the Parties;.
- F2.4.5 Each Party shall designate a data protection officer if required by the Data Protection Legislation

- F2.4.6 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.
- F2.4.7 Each Party shall fully indemnify the other against any costs, claims, actions or otherwise brought against the other party arising as a result of the indemnifying party's breach of any of its data protection obligations.
- F2.5 In particular and without prejudice to the generality of clause F2.2 above, if the Contractor is acting as Data Processor on behalf of the Council within the meaning of the DPL for any data provided to it by the Council under this contract then the following provisions shall apply;
- F2.5.1 Schedule 9 shall apply and the only processing that the Contractor is authorised to do is listed in Schedule 9 (as may be amended by the Council) and may not be determined by the Contractor.
- F2.5.2 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- F2.5.3 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include;
- a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- F2.5.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a) process that Personal Data only in accordance with Schedule 9, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
 - b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect the Personal Data having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
 - c) ensure that the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 9);

- d) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - i) are aware of and comply with the Contractor's duties under this clause;
 - ii) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and
 - iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- e) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - i) the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
 - iv) the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

F2.5.5 At the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

F2.5.6 The Contractor shall notify the Council immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract

- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event.
- F2.5.7 The Contractor's obligation to notify under clause F2.5.6 shall include the provision of further information to the Council in phases as details become available.
- F2.5.8 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under such legislation (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- a) the Council with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Council following any Data Loss Event;
 - e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- F2.5.9 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause F2.5.
- F2.5.10 The Contractor shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.
- F2.5.11 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- F2.5.12 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- a) notify the Council in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Council;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause F2.4 such that they apply to the Sub-processor; and
 - d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
- F2.5.13 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

F2.5.14 The Council may, at any time on not less than 30 Working Days' notice, revise any part of this clause F2.5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

F2.5.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

F3 FREEDOM OF INFORMATION

F3.1 The Contracting Authority is subject to the FOIA and the EIR ("the Acts"). As part of the Contracting Authority's duties under the Acts, it may be required to disclose information forming part of the Call-Off Contract to anyone who makes a reasonable request. The Contracting Authority has absolute discretion to apply or not to apply any exemptions under the Acts.

F3.2 The Contractor shall assist and cooperate with the Contracting Authority (at the Contractor's expense) to enable the Contracting Authority to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Contracting Authority.

F4 CONFIDENTIALITY

F4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall do each of the following:

F4.1.1 Treat the other party's Confidential Information as confidential and safeguard it accordingly; and

F4.1.2 Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

F4.2 Clause F4.1 shall not apply to the extent that any one or more of the following applies to the relevant information or disclosures:

F4.2.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR pursuant to [clause F3](#) (Freedom of Information);

F4.2.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

F4.2.3 Such information was obtained from a third party without obligation of confidentiality;

F4.2.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Contract; and

- F4.2.5 It is independently developed without access to the other party's Confidential Information.
- F4.3 The Contractor may only disclose the Contracting Authority's Confidential Information to the Contractor personnel who are directly involved in the provision of the Services and who need to know the information, and shall make sure that such Contractor personnel are aware of and shall comply with these obligations as to confidentiality.
- F4.4 The Contractor shall not, and shall procure that the Contractor personnel do not, use any of the Contracting Authority's Confidential Information received other than for the purposes of this Call-Off Contract.
- F4.5 At the written request of the Contracting Authority and if reasonable in the circumstances to make that request, the Contractor shall procure that those members of the Contractor personnel identified in the Contract Particulars sign a confidentiality undertaking prior to commencing any work in accordance with this Call-Off Contract.
- F4.6 Nothing in this Call-Off Contract shall prevent the Contracting Authority from disclosing the Contractor's Confidential Information in any one or more of the following circumstances:
- F4.6.1 To any Crown body or any other contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Contracting Authority. All crown bodies or such contracting authority receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other such contracting authority on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or other contracting authority;
 - F4.6.2 To any consultant, Contractor or other person engaged by the Contracting Authority;
 - F4.6.3 For the purpose of the examination and certification of the Contracting Authority's accounts; and/or
 - F4.6.4 For any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources.

F5 RECORD KEEPING AND MONITORING

- F5.1 In order to assist the Contracting Authority in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Call-Off Contract has been completed, full and accurate records of the Call-Off Contract including the Services supplied under it, all expenditure reimbursed by the Contracting Authority, and all payments made by the Contracting Authority. The Contractor shall on request allow the Contracting Authority or the Contracting Authority's representatives such access to (and copies of) those records as may be required by the Contracting Authority in connection with the Call-Off Contract.

- F5.2 The Contractor will at its own cost, provide any information that may be required by the Contracting Authority to comply with the Contracting Authority's procedures for monitoring of the Call-Off Contract.

F6 TRANSPARENCY

- F6.2 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Contracting Authority is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Contractor's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or Commercially Sensitive Information.
- F6.3 The parties acknowledge that, except for any information which is exempt from disclosures in accordance with the provisions of the FOIA, the content of this Call-Off Contract is not Confidential Information or Commercially Sensitive Information. The Contracting Authority shall be responsible for determining at its absolute discretion whether any of the content of the Call-Off Contract is for disclosure in accordance with the FOIA. Notwithstanding any other term of this Call-Off Contract, the Contractor hereby gives his consent for the Contracting Authority to publish the Call-Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA redacted) including from time to time agreed changes to the Call-Off Contract, to the general public.

PART G STATUTORY OBLIGATIONS

G1 HEALTH AND SAFETY

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Contracting Authority.

G2 CORPORATE REQUIREMENTS

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Contracting Authority policies and rules, such as, but not limited to:
- G2.2.1 equality and diversity policies;
 - G2.2.2 Sustainability;
 - G2.2.3 information security rules;
 - G2.2.4 whistleblowing and/or confidential reporting policies; and
 - G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.
- G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

- G2.4 The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.
- G2.5 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Contracting Authority with:
- G2.5.1 details of the finding; and
 - G2.5.2 the steps the Contractor has taken to remedy the situation.
- G2.6 The Contractor represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Contractor nor any of its officers, employees or other persons associated with it:
- G2.6.1 has been convicted of any offence involving slavery and human trafficking;
 - G2.6.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- G2.7 The Contractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- G2.8 The Contractor shall use all reasonable endeavours to adhere to the principles of the 'Prevent' strategy under the Counter-Terrorism and Security Act 2015.
- G2.9 The Contractor shall ensure that its employees, agents and subcontractors are familiar with and have a good understanding of the 'Prevent' strategy, are trained to recognise vulnerability to be drawn into terrorism and are aware of the available programmes to deal with this issue.

G3 LAW AND CHANGE IN LAW

- G3.1 The Contractor shall comply at all times with the Law in its performance of the Call-Off Contract.
- G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Contractor notifying the Contracting Authority of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- G3.3 Any agreed additional sums payable as a result of the operation of [clause G3.2](#) shall be included in the Price. For the avoidance of doubt nothing in this Call-Off Contract is intended to allow the Contractor double recovery of any increase in costs.

G4 TUPE AND RE-TENDERING

- G4.1 In the event of expiry or termination of this Call-off Contract or whenever reasonably requested by the Council or the Contracting Authority in preparation for tendering arrangements the Contractor will provide the Council or the Contracting Authority with such assistance as the Council or the Contracting Authority may require and provide at no cost to the Council or the Contracting Authority any information the Council or the Contracting Authority (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees. The required information is set out below but is not necessarily restricted to the following:
- G4.1.1 The total number of Employees whose employment with the Contractor in respect of the Services is likely to be terminated at the expiry of this Call-Off Contract but for any operation of law;
 - G4.1.2 In respect of each Employee their age and gender, details of their salary and payment settlements which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual employees do not have to be given); and
 - G4.1.3 Full information about the other terms and conditions under which the Employees are employed (including but not limited to their working arrangements) or about where that information can be found; and
 - G4.1.4 Details of pension entitlements, if any; and
 - G4.1.5 Job titles of the Employees affected and the qualifications required for each position; and
 - G4.1.6 Disciplinary procedures taken against any Employees and any grievance procedures taken out by any Employees within the previous two years; and
 - G4.1.7 Details of any court or tribunal case, claim or action brought by any Employees against the Contractor within the previous two years; and
 - G4.1.8 Details of any court or tribunal case claim or action, which the Contractor has reasonable grounds to believe that any of the Employees may bring against the Contractor or a Replacement Contractor arising out of the Employee's employment.
- G4.2 The Contractor shall permit the Council or the Contracting Authority to use the information for the purposes of TUPE and for re-tendering. The Council or the Contracting Authority shall be able to disclose this information to any prospective tenderer or Replacement Contractor without requiring the Council or the Contracting Authority to enter into a confidentiality agreement or otherwise imposing any conditions upon the disclosure of the information. The Contractor will secure all necessary consents from relevant Employees in order to release the information.
- G4.3 The Contractor will co-operate with the re-tendering of the Service by allowing the Replacement Contractor to communicate with and meet with the Employees and/or their representative(s).

- G4.4 In the event that the information provided by the Contractor in accordance with [Clause G4.1](#) becomes inaccurate, whether due to changes to the employment and personnel details of the Employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate the Contractor shall notify the Council or the Contracting Authority of the inaccuracies and provide the amended information.
- G4.5 The Contractor will keep the Contracting Authority and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly and whether incurred by the Contracting Authority pursuant to an indemnity provided to the Replacement Contractor in connection with
- G4.5.1 The employment or termination of employment of any of the Employees (whether or not terminated by notice and, if so terminated, whenever that notice expires);
- G4.5.2 Any act, omission or default of the Contractor in respect of the employment of the Employees;
- G4.5.3 The Contractor's failure to inform or consult as required under Regulation 13 of TUPE except to the extent that any such action or claim (or any part of such action or claim) arises from any failure by the Contracting Authority or the Replacement Contractor to give the Contractor the information required from the Contracting Authority or the Replacement Contractor to enable the Contractor to comply with its obligations under TUPE; and
- G4.5.4 The Contractor's failure to provide the employee liability information under Regulation 11 of TUPE;
- G4.5.5 Any claim by an Employee that such person is entitled for any reason to take early retirement benefits pursuant to the terms of any pension scheme in which the Contracting Authority or the Replacement Contractor is not participating, or pursuant to the Employee's terms and conditions of employment;
- G4.5.6 The Contractor's failure to comply with its obligations under Clause G4.6 below;
- G4.6 The Contracting Authority shall be entitled to assign the benefit of the indemnity at [Clause G4.5](#) to any Replacement Contractor.
- G4.7 The Contractor will not in the event of notice of termination of this Contract or from a date of 12 months before expiry of the Contract Period carry out a Prohibited Act.

PART H GENERAL PROVISIONS

H1 CONTRACT VARIATION

- H1.1 The parties may agree to modify the Call-Off Contract in any of the circumstances set out in Regulation 72 of the PCR 2015.
- H1.2 Subject to clause H1.3, no variation or modification to the Call-Off Contract is valid unless it is in writing and signed by the Contracting Authority and the Contractor.

H1.3 Where the Contracting Authority intends to modify the Call-Off Contract it shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Contracting Authority confirms oral instructions in writing as soon as it is practicable), a variation order setting out the proposed modification or variation to the Call-Off Contract. As soon as practicable after receiving the variation order, the Contractor shall confirm whether it is able to comply with the modification or variation and if so confirm any change to the Price for the modification or variation. Where a mechanism for agreeing a price for the modification or variation has not been set out in the initial procurement documents, the Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

H2 THIRD PARTY RIGHTS

H2.2 This Call-Off Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Call-Off Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

H3 NO WAIVER

H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Call-Off Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Call-Off Contract nor affect the validity of the Call-Off Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.

H3.2 No waiver of any of the provisions of this Call-Off Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with [clause A3](#) (Notices).

H4 SEVERANCE

H4.1 If any provision of the Call-Off Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

H5 ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

H5.1 Subject to any express provision of this Call-Off Contract, the Contractor shall not without the prior written consent of the Contracting Authority, assign all or any benefit, right or interest under this Call-Off Contract or sub-contract the provision of the Services.

H5.2 The Contracting Authority shall be entitled to:

H5.2.1 assign, novate or dispose of its rights and obligations under this Call-Off Contract either in whole or part to any contracting authority (as defined in The PCR 2015); or

- H5.2.2 transfer, assign or novate its rights and obligations where required by Law.
- H5.3 The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.
- H5.4 Where the Services are to be provided at a facility under the direct oversight of the Contracting Authority, the Contractor shall notify the Contracting Authority of the name, contact details and legal representatives of any sub-contractors involved in delivering the Services.
- H5.5 Notwithstanding Clauses [H5.1](#) and [H5.2](#) the Contractor may assign to a third party (“the Payment Assignee”) the right to receive payment of the Price or any part thereof due to the Contractor under this Call-Off Contract. Any assignment under this Condition shall be subject to:
- H5.5.1 Reduction of any sums in respect of which the Contracting Authority exercises its right of recovery;
- H5.5.2 All related rights of the Contracting Authority under the Call-Off Contract in relation to the recovery of sums due but unpaid; and
- H5.5.3 The Contracting Authority receiving notification both under Conditions [H5.1](#) and [H5.5](#)
- H5.6 In the event the Contractor assigns the right to receive the Price under Condition H5.5 the Contractor or the Payment Assignee shall notify the Contracting Authority in writing of the assignment and the date upon which the assignment becomes effective.
- H5.7 The Contractor shall notify the Contracting Authority in writing of the Payment Assignee’s contact information and bank account details to which the Contracting Authority shall make payment.
- H5.8 The provisions of [C1](#) (Price and Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the approval of the Contracting Authority.

H6 FORCE MAJEURE

- H6.1 Neither party shall be liable for failure to perform its obligations under the Call-Off Contract if such failure results from Force Majeure.
- H6.2 If the Contracting Authority or the delivery location is affected by circumstance of Force Majeure, the Contracting Authority shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Contracting Authority nor entitle the Contractor to terminate the Call-Off Contract.
- H6.3 Industrial action by, or illness or shortage of the Contractor’s Employees, agents or subcontractors, failure or delay by any of the Contractor’s suppliers to supply goods, components, services or materials and breach of the Contractor’s warranties under

[clause B6](#) shall not be regarded as an event of Force Majeure.

- H6.4 If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the Call-Off Contract immediately or on a set termination date.
- H6.5 If the Call-Off Contract is terminated in accordance with clause [H6.4](#) neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

H7 INDUCEMENTS

- H7.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Contracting Authority any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Contracting Authority, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.
- H7.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of the Contracting Authority by the Contractor or on the Contractor's behalf.
- H7.3 Where the Contractor engages in conduct prohibited by clauses [H7.1](#) and [H7.2](#) in relation to this or any other contract with the Contracting Authority, the Contracting Authority has the right to:
- H7.3.1 terminate the Call-Off Contract and recover from the Contractor the amount of any loss suffered by the Contracting Authority resulting from the termination, including the cost reasonably incurred by the Contracting Authority of making other arrangements for the provision of the Goods and any additional expenditure incurred by the Contracting Authority throughout the remainder of the Contract Period; or
 - H7.3.2 recover in full from the Contractor any other loss sustained by the Contracting Authority in consequence of any breach of this clause whether or not the Call-Off Contract has been terminated.

H8 COSTS AND EXPENSES

- H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Call-Off Contract.

H9 NO AGENCY OR PARTNERSHIP

- H9.1 Nothing contained in this Call-Off Contract, and no action taken by the parties pursuant to this Call-Off Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

H10 NON SOLICITATION AND OFFERS OF EMPLOYMENT

- H10.1 The Contractor agrees that it will not, without the prior written consent of the Contracting Authority, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Call-Off Contract:
- H10.1.1 solicit or entice, or endeavour to solicit or entice, away from the Contracting Authority, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Contracting Authority at the date of the termination of this Call-Off Contract or at any time during the period of one month immediately preceding the date of termination; or
 - H10.1.2 attempt, or knowingly assist or procure any other person to do the above.

H11 INSPECTION OF CONTRACTOR'S PREMISES

- H11.1 The Contractor shall permit the Contracting Authority to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Call-Off Contract.

H12 LAW AND JURISDICTION

- H12.2 This Call-Off Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

Annex 1B:

The Association of North East Councils Limited trading as the North East Procurement Organisation (NEPO)

NEPO202 The Managed Remarketing of Vehicles and Plant

Special Terms and Conditions

Definitions

The terms and expressions used in these Special Terms and Conditions shall have the meanings set out below:

'Business Continuity Plan'	means the plan setting out the Contractor's proposed methodology to make sure of continuance of the Contract in the event of an emergency.
'Premises'	means any land or premises (including temporary buildings) made available to the Contractor by the Contracting Authority in connection with the Contract.
'Standards'	the British or international standards, Contracting Authority's internal policies and procedures and Government codes of practice.
'Ineffectiveness'	means a declaration of ineffectiveness made by a Court pursuant to its powers under Part 3 of the Public Contracts Regulations 2015 to set aside a contract award decision.
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities
"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.

1 **Warranty (Additional Provisions)**

- 1.1 In addition to clause B6 of the Standard Terms and Conditions the Contractor shall also warrant to the Contracting Authority that all Employees of the Contractor (as defined in the Standard Terms and Conditions) shall exercise safe driving practices whilst driving on Contracting Authority premises and shall at all times adhere to the speed limits specified on Contracting Authority premises.
- 1.2 In the event that the Employees are found to be driving in an unsafe manner or driving in excess of the speed limits:
- 1.2.1 the Contracting Authority shall inform the Contractor in writing of the details of the breach.
 - 1.2.2 the Contractor shall ensure that the Employee found to be in breach of this clause 1.1 shall not be entitled to carry out the provision of the Services under this Contract.
 - 1.2.3 the Contracting Authority shall be entitled to prohibit entry to the Contracting Authority premises of any Employee that shall have been reported to the Contractor under this clause 1. and
 - 1.2.4 in the event of persistent breaches of this clause 1, the Contracting Authority shall be entitled to terminate the Contract in whole or in part at any time during the Contract Period (including an option to extend) upon servicing one months' notice in writing on the Contractor.

2 **Price and payment (additional provisions)**

- 2.1 Clause C1.2 of the Standard Terms and Conditions of Contract for the purchase of Services shall be deleted and the following clause [2.2 and 2.3] shall have effect.
- 2.2 The Contractor shall have the ability to propose to vary the Price, only if it is indicated in the Contract Particulars as being variable, by giving the Council not less than three months written notice in advance of this variation effective at the end of the initial 12 month period and annually on each anniversary of the Commencement Date thereafter providing that:
- 2.2.1 the variation shall not exceed the annual All Items Retail Price Index (RPI) excluding Mortgage Interest Payments (RPIX) ruling at the time of the increase and should not preclude the possibility of any reductions in charges; and
 - 2.2.2 any notice of variation under this clause 2 will be limited to one request in any 12 month period.
- 2.3 Changes to the Price will only become effective when agreed and accepted in writing by the Council's authorised officer.

3 **Contract Rebate**

- 3.1 The Contractor will pay the Council a contract rebate based on a percentage of the revenue generated and transacted from the sale of each vehicle or plant item remarketed where the level of this rebate and the method of payment are set out in the Contract Particulars.

4 **Business Continuity Plan**

‘Business Continuity Plan’ means the plan setting out the Contractor’s proposed methodology to make sure of continuance of the Contract in the event of an emergency.

- 4.1 The Civil Contingencies Act 2004 requires the Contracting Authority to maintain plans to make sure it can continue to perform all of its ordinary functions in the event of an emergency. Organisations providing services or goods which underpin the Contracting Authority’s service provision must be able to continue to provide those goods or services in the event of an emergency. The Contractor shall use its reasonable endeavours:
- 4.1.1 to prepare a robust Business Continuity Plan that makes sure of the continuation of this Contract;
 - 4.1.2 upon request, to disclose to the Contracting Authority the contents of its Business Continuity Plan (including any revisions made to it from time-to-time);
 - 4.1.3 to allow the Contracting Authority at its discretion from time-to-time to monitor the Contractor’s business continuity arrangements;
 - 4.1.4 to notify the Contracting Authority if an incident occurs which activates the Contractor’s Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and
 - 4.1.5 to provide the Contracting Authority with details of how the Contractor managed any incident which resulted in the activation of the Contractor’s Business Continuity Plan and any consequential amendments made to the Contractor’s processes and/or procedures afterwards.

5 **Post-contract Monitoring**

- 5.1 The Contractor is required to collaborate with the Contracting Authority over the Contract Period to achieve continuous improvement in the quality and delivery of the Services in accordance with the Contracting Authority’s obligations under Part I of the Local Government Act 1999.

6 **Community Safety**

- 6.1 The Contracting Authority has a statutory duty to make sure that it does all that it reasonably can to prevent crime and disorder in its area under the Crime and Disorder Act 1998. The Contractor is requested to assist the Contracting Authority in the provision of the Services, in order to enable the

Contracting Authority to comply with this obligation at no additional expense to the Contracting Authority.

7 Indemnity and Liability (additional provisions - indirect and consequential loss)

7.1 The Contractor shall indemnify the Contracting Authority in full for any direct or indirect loss of or damage to the real or personal property of the Contracting Authority or any third party, including:

7.1.1 intellectual property rights or injury claimed by any third party including any consequential loss (which shall include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss); and

7.1.2 against all Liabilities against or incurred by the Contracting Authority (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

8 Independent Contractor

8.1 The parties agree that the Contractor is an independent contractor and not an agent, employee or partner of the Contracting Authority and therefore not eligible to participate in any benefit programmes of the Contracting Authority. The Contractor will be responsible for payment of his or her own Income Tax and National Insurance Payments or similar contributions in respect of his or her fees and the Contractor by this indemnifies the Contracting Authority against any claims that may be made against the Contracting Authority for Income Tax or National Insurance or similar contributions relating to the provision of the Services by the Contractor. The Contractor shall also be responsible for any loss of benefits paid under his previous contract of employment, or additional tax liability incurred, by reason of his accepting a contract with the Contracting Authority as a consultant which commences immediately after the termination of his employment with the Contracting Authority and the Contractor shall indemnify the Contracting Authority in respect of any additional tax liability, loss or demand that the Contracting Authority may get because of that.

9 Licence to Occupy Contracting Authority's Premises

'Premises' means any land or premises (including temporary buildings) made available to the Contractor by the Contracting Authority in connection with the Contract.

9.1 Any Premises shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the non-exclusive use of such premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

- 9.2 The Contractor shall not use the Premises for any purpose or activity other than the provision of the Contract.
- 9.3 Should the Contractor need modifications to the Premises, these modifications shall be subject to prior approval and shall be carried out by the Contracting Authority at the Contractor's expense. The Contracting Authority shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Contracting Authority.
- 9.4 The Contractor shall (and shall make sure that their employees, servants, agents, suppliers or sub-contractors) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Contracting Authority. The Contractor shall pay the cost of making good any damage caused by the Contractor, his employees, servants, agents, suppliers or sub-contractors other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings there.
- 9.5 The parties agree that there is no intention on the part of the Contracting Authority to create a tenancy of the Premises of whatsoever nature in favour of the Contractor or its employees, servants, agents, suppliers or sub-contractors and that no such tenancy has or shall come into being despite any rights granted under the Contract. The Contracting Authority retains the right at any time to use in any manner the Contracting Authority sees fit any Premises it owns or occupies.

10 **Meetings and Progress Reports**

- 10.1 The Contractor manager shall attend any meetings, including site meetings, as may reasonably be requested by the Contracting Authority. The Contractor shall make all arrangements for sub-contractors and suppliers to be present as required by the Contracting Authority.
- 10.2 The Contractor shall submit written reports to the Contracting Authority about any material changes to the Tender submitted by the Contractor.

11 **Assignment and Sub-contracting (Additional Provisions)**

- 11.1 The Contractor shall identify each part of the Services that it intends to sub-contract and the proposed sub-contractor for each item identified prior to seeking the Contracting Authority's consent to such sub-contracting.
- 11.2 The Contracting Authority shall be entitled to impose conditions in relation to any consent to sub-contracting given including a requirement that a guarantee or other security be provided.
- 11.3 The Contracting Authority requires as a condition precedent of consent the Contractor to obtain collateral warranties from any sub-contractor (or other member if part of a consortium arrangement) in a form prescribed by the Contracting Authority and duly executed in the presence of the Contracting Authority.

12 **Warranty**

'Standards' the British or international standards, Contracting Authority's internal policies and procedures and Government codes of practice.

12.1 The Contractor warrants, represents and undertakes for the duration of the term that:

12.1.1 all Employees used to provide the Services will be vetted in accordance with Good Industry Practice, the Security Policy and the Standards.

13 **Declaration of Ineffectiveness**

'Ineffectiveness' means a declaration of ineffectiveness made by a Court pursuant to its powers under Part 3 of the Public Contracts Regulations 2015 to set aside a contract award decision.

13.1 In the event that a court declares the Framework Agreement to be Ineffective the Council may immediately suspend or terminate the Framework Agreement (and the Contracting Authority may immediately suspend or terminate any Call-Off Contract thereunder), and the consequences of termination will be as follows:

13.1.1 the Contracting Authority will be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Call-Off Contract or the affected part of the Contract up to the time of the termination;

13.1.2 in the event that any sum of money owed by the Contractor to the Contracting Authority (the Contractor's debt) exceeds any sum of money owed by the Contracting Authority to the Contractor (the Contracting Authority's debt) under this Contract then the Contracting Authority shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Contracting Authority's debt or to recover the Contractor's debt as a civil debt;

14 **Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain**

"Contracts Finder" the Government's publishing portal for public sector procurement opportunities

"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.

- 14.1 The Contractor shall:
- 14.1.1 subject to clause 3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
 - 14.1.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
 - 14.1.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 14.1.4 provide reports on the information at clause 21.1.3 to a Contracting Authority in the format and frequency as reasonably specified by the Contracting Authority; and
 - 14.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 14.2 Each advert referred to at clause 21.1 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 Contractor.
- 14.3 The obligation at Clause 21.1 shall only apply in respect of subcontract opportunities arising after the contract award date.
- 14.4 Notwithstanding clause 21.1, the Contracting Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.
- 15 Supply Chain Spend with SMEs**
- 15.1 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Contracting Authority which incorporate the data described in the MI Reporting template which is:
- 15.1.1 the total contract revenue received directly on a specific contract;
 - 15.1.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - 15.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 15.2 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 Contracting Authority from time to time. The Contractor shall use the

initial MI Reporting Template which is set out in the Annex to this Schedule and which may be changed from time to time (including the data required and/or format) by the Contracting Authority by issuing a replacement version. The Contracting Authority 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.

- 15.3 The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Contracting Authority.

ANNEX 2 - TECHNICAL SPECIFICATION

The Authority's Priorities

Introduction to the Environment Agency (EA) and the Department for the Environment, Food and Rural Affairs (Defra).

Who is the Environment Agency?

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found at: <https://www.gov.uk/government/organisations/environment-agency>

Government Collaboration

Defra are the UK government department responsible for safeguarding our natural environment, supporting our world-leading food and farming industry, and sustaining a thriving rural economy. Our broad remit means we play a major role in people's day-to-day life, from the food we eat, and the air we breathe, to the water we drink. Defra is a ministerial department, supported by [34 agencies and public bodies](#), including the Environment Agency.

Defra works closely with the devolved administrations in Wales, Scotland and Northern Ireland generally leading on negotiations in the UK and internationally.

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of [Natural Resources Wales \(NRW\)](#). By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that aren't specifically named in the tender document.

Defra Group Fleet Services (DGFS)

Defra Group Fleet Services (DGFS) are a department within the Environment Agency, we are looking to offer a managed fleet service across Defra departments within the duration period of this contract; therefore, this contract will be made available to other departments within Defra. Accordingly, we require a service that covers the whole of England and that also extends to Scotland and Wales if other Defra departments wish to utilise the contract.

It should be noted that the Defra Group Fleet Services would be always the lead contact in this agreement and the key point of contact. As this contract may be used by other Defra departments, it may be varied during its lifetime to include additional services.

The Environment Agency is developing a plan achieve net zero carbon in our operations and supply chains by 2027. This means that by 2027, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change.

Technical Specification

NEPO 202 Framework

DGFS will play a significant part in leading, developing and implementing innovative and pioneering solutions to help the organisation achieve these aims.

We have already made significant reductions in the emissions from our fleet and making further and more radical reductions will not be easy. We will be working closer with our suppliers and contractors; we are confident that the expertise and attitudes that will contribute will enable us to reach this target.

This opportunity is advertised by Defra group Commercial on behalf of Environment Agency.

What do we spend our money on?

The Environment Agency are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

- Flood and Coastal Risk Management (design, construction, and maintenance)
- ICT and Telecommunications
- Vehicles and Plant
- Environmental Consultancy and Monitoring
- Temporary Staff and Contractors
- Facilities Management, Energy and Utilities
- Flood Management and Water Related Services

What do we need from our suppliers?

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend.

In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our Procurement Plan may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, Diversity and Equality, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/department-for-environment-food-ruralaffairs/about/procurement>

[Environment - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

[Department for Environment, Food & Rural Affairs - GOV.UK](https://www.gov.uk)

Environment Agency Corporate Action Plan

The Environment Agency's corporate action plan "EA2025 creating a better place" supports Defra's outcome delivery plan. The group's mission is to protect and enhance the environment – with policies and actions that are also key to sustainable national growth.

Our Vision: Create a better place for people and wildlife

Technical Specification

NEPO 202 Framework

Our Purpose: Protect the environment and promote sustainable development

Our principles: How we will make choices

- *Put people and wildlife first: our goal is to create a better place for them.*
- *80/20: we will focus on the 20% that makes 80% of the difference.*
- *Support local priorities: every place and community has its own needs.*

The Environment Agency's corporate action plan "EA2025 creating a better place" can be found here.

<https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place/environment-agency-ea2025-creating-a-better-place>

Defra's Outcome Delivery Plan: 2021 to 2022 can be found here.

<https://www.gov.uk/government/publications/department-for-environment-food-and-rural-affairs-outcome-delivery-plan>

All of the [34 agencies and public bodies](#) under Defra Group are authorised and enabled to use the contract.

Scope of Service

1.1 The requirement

DGFS (Defra Group Fleet Services) has a national requirement consisting of the disposal of vehicles, plant, boats, trailers and other tools and equipment surplus to our requirements. This tender will be competed through NEPO Framework 202. DGFS manages the fleet using an asset replacement programme where each asset type has a defined life in years, when the asset reaches its end of life, the asset will be highlighted for refurbishment or replacement.

An assessment is undertaken which analyses maintenance costs, utilisation, general condition, hours of service and sustainability of each asset to identify assets which require replacement. This list is prioritised according to business needs and available budgets within the financial year. A procurement exercise will be undertaken to replace the identified assets. Once a replacement asset has been supplied, the original asset will be disposed of via this disposal contract.

1.2 Supplier responsibilities

The supplier's responsibilities will include but not limit to the collection, preparation for sale, storage, remarketing and sale of vehicles, plant, and other assets, including the prompt return of sale proceeds. It is our intention to award a 5-year contract to the successful suppliers with performance break points. This is to ensure we reach a partnering relationship to develop the disposal process in line with industry best practices and beyond.

The objectives of the contract are to:

- Provide a consistently high standard of service across the UK mainland.
- Maintain best practice in the safe and secure collection and disposal of items.
- Demonstrate a high level of disposal value against industry standard cap values.
- Demonstrate a high level of scrap value when utilised.
- Contribute to the effective cost management of DGFS's fleet.
- Provide management information to DGFS to facilitate performance monitoring, whole life cost data and benchmarking.
- Promote sustainability throughout the disposal process.
- Ensure traceability and transparency throughout the disposal process.

1.3 Services Required

DGFS require the successful supplier to support the disposal of DGFS assets which have reached their end of life.

The supplier will:

- Ensure that all items disposed of under this contract are marketed successfully and sold on the most opportune day and time to optimise the disposal price.
- Ability to provide on-site and online viewings/services for the auction of vehicles and other assets. All assets must be available to view for a minimum of one week prior to auction or as otherwise agreed on implementation.
- Conform in all respects with the requirement of any statutes, orders, regulation or bylaws from time to time in force. DGFS shall rely on the skill and judgement of the supplier in that it purports to be skilled in the supply of the services and execution of the contract.
- Employ sufficient persons to ensure the smooth running of the execution of the contract.
- Provide DGFS with a valuation and suggested reserve provision where requested.

1.4 National Coverage

The supplier will provide disposal services where required throughout the UK. This includes the collection, delivery and disposal of assets from Defra organisations across site locations across the UK mainland.

1.5 Vehicle Disposal Strategy

The objective is to enable the Defra Group organisations (via DGFS) to dispose of end-of-life assets. All vehicles, plant, boats and other assets will need to be decommissioned prior to remarketing and sale by the supplier, before sale proceeds are returned to DGFS. The commercial objective is to establish the most economically advantageous and efficient disposal route for DGFS, disposing of assets in the quickest time possible whilst maximising the revenue proceeds from sales.

Our evaluation process will be intended to identify best practice and quality in these areas to achieve Value for Money (VFM).

1.6 Standards & Quality

The supplier must remain compliant with the requirements of NEPO 202 agreement as well as our “The Contracting Authority” requirements detailed within this specification.

1.7 Quality Standards

The suppliers must hold the following.

- ISO9001 accredited or equivalent
- ISO14001 accredited or equivalent
- Occupational Health & Safety 45001 accredited or equivalent
- ISO22301 - Business continuity accredited or equivalent

Our evaluation process will identify bidder’s quality standards that achieve the best product quality and services available in the market whilst achieving value for money.

1.8 Materials

The supplier will be expected to evidence materials used during decommissioning are sustainably sourced, waste materials are minimised, and materials used can be dismantled and recycled at the assets end of life. Re-used or recycled content should always be considered where it does not have an adverse impact on the ability to re-use the material at the end of life. Materials from closed loop and re-use systems will be prioritised.

In addition to the environmental impact of the materials the supplier should also identify and manage the risks associated with the responsible and ethical choice and supply of materials. This should include but is not limited to the working rights and conditions including the pay of those involved in sourcing the materials and ensuring a robust and secure supply. Materials should not contain any volatile organic compounds or heavy metals that could be harmful to the environment.

1.9 Process for Disposal of Assets

1.9.1 Asset collection

The supplier will be required to collect, deliver, and dispose of DGFS vehicles and assets across the UK mainland, this may include used tools and equipment on an ad hoc basis where this is practical. We expect the supplier to manage and organise deliveries in line with our strategy to reduce the carbon associated with this and other contracts. This will include an expectation that low loader transport should be used to optimise the collection/delivery of multiple vehicles.

There will be a requirement to adhere to any site restrictions or rules that may apply, and the supplier will be required to provide a generic method statement and Dynamic Risk Assessment on request in line with health and safety protocols, there should be **no** expectation that any Defra or Environment Agency colleagues will assist in the loading or unloading of any assets.

The supplier will ensure all drivers utilised in this contract have been through a thorough licence check and hold a full valid licence and shall be directly responsible for any driving offences or penalty charges incurred during this time. DGFS reserve the right to request evidence at any point. The supplier will act upon notifications of any driving offences or notifications of speeding received from the on-board telematics units which occurred under the responsibility of the supplier for the movement of our vehicles, during this period will not be tolerated due to the associated reputational risk with sign written vehicles and any drivers identified must not be permitted to drive DGFS vehicles thereafter as part of this contract. Each contractor/supplier shall have in place the appropriate motor trade insurance cover for the duration of time that DGFS vehicles are in their custody and responsibility.

DGFS will notify the supplier of all assets awaiting collection for disposal in writing, providing all key information and documentation, where due to the asset type or condition it is required to be lifted onto a low loader or similar DGFS will notify the supplier of this in advance. The Supplier will be notified of any non-starters, non-runners, accident damaged vehicles and machines/equipment that will need to be lifted by mechanical means on to the load bed of the transport vehicle. Notification will be at the point of instruction to collect. There will be no financial charge for battery starting of non-runners, at the point of collection or thereafter.

Where assets are unable to be loaded for transportation under their own power or via a trailer operated winching system, assets will be required to be loaded with the use of a lorry mounted crane (lorry loader) as a result a contracted lift may be required, ensure any lifting plans along with any associated documentation is shared and agreed with the site contact before attending site, where the lift is considered to be an intermediate or complex lift there will be an additional requirement for DGFS to approve any costs incurred as a result of the collection and subsequent lift. Full information pertaining to the lifting and collection of assets can be found in Health and Safety Section 2 of this document.

It is expected that the supplier will utilise comprehensive logistics planning to minimise vehicle movements and carbon impacts; as a result, there will be no limit on the number of collections, though assets should be batched together to keep the number of collection trips down, for

cost and environmental reasons. Otherwise, vehicles will be collected on backloads etc, to keep cost down; notifiable and/or escorted loads are outside of the contract SLA's.

The supplier will be expected to provide an asset handover sheet for each asset at collection which must be named, signed, and dated by an Environment Agency or Defra representative and the collection agent. Collections of full loads will be required to be completed within 10 working days of notification, or as otherwise agreed from UK mainland locations, these will predominantly be Environment Agency sites across England. If a full load is not provided, the supplier will attempt to collect the assets within 10 working days, but with the load made up by items belonging to other clients, to alleviate the environmental impact; these will not be counted as part loads. The supplier is expected to give a minimum of 48 hours' notice of collection to the relevant site contact and provide confirmation that assets have been collected and secured at the supplier's secure facility on a weekly basis.

1.9.2 Pre-Sale Valuation

The supplier will undertake an impartial inspection and appraisal of each individual asset, for applicable vehicles this would include a vehicle condition report and a guide as to whether the vehicle would be classed under a clean, average, or poor under CAP condition valuations along with a recommended reserve price, within 24 hours of receipt at the supplier's site. For other assets not included under CAP condition valuations this would include a report highlighting the assets functionality and aesthetic condition and a suggested minimum market value which would act as a reserve price, within 24 hours of receipt at the supplier's site.

The results of this inspection and appraisal will be communicated to the DGFS, along with the proposed remarketing strategy. Asset condition reports will be prepared and sent in writing two weeks prior to the sale date. The reserve will be agreed with DGFS one week prior to sale date, either as a value in GBP or as a percentage of the agreed estimate.

A list of sale dates, locations and sale type will be provided to DGFS in advance along with an electronic catalogue for each lot.

1.9.3 Asset Preparation

The supplier will provide a variety of agreed pre-sales services to the assets including valeting and repairs in preparation of sale as well as any required decommissioning.

As part of this contract, we require additional services to be provided in accordance with the preparation for the assets sale, including but not limited to the following:

- Removal of all livery materials, residue, and preparation of external paintwork prior to sale as instructed by DGFS.
- Repairs and decommissioning of items and equipment prior to the sale as instructed by DGFS, this will include the removal of any information stored in the assets inbuilt entertainment system such as phone numbers or any other data.

- Any Telematics or similar systems or equipment fitted to the asset(s) should be removed prior to sale with the supplier working with the DGFS's equipment suppliers to return these items for reuse.
- Asset/ Vehicle Valeting service including the cleaning of vehicle/asset underside.
- Provision of sufficient storage facilities to accommodate assets to be disposed of under this contract.
- Any other additional services, to be described by the supplier, that can be offered which could include smart repairs, paintwork rectification, condition check sheets, owner's manuals etc.

All items used/removed during asset preparation must be reused or recycled where possible. Waste created during asset preparation must be disposed of correctly, meeting all legislative requirements. The supplier will ensure that these services are undertaken by suitably trained staff.

1.9.4 Sale Day

A list of sale dates, locations and sale type will be provided to DGFS in advance along with an electronic catalogue for each lot, DGFS may attend pre-sale preparation and sales days from time to time. Assets will not be released to the buyer until the sale price has been paid to the supplier.

Where used tools and equipment have been made available for sale the same guidelines should apply as per all other assets.

If the sales are not able to be met through the normal sales process DGFS may agree with the Supplier an alternative approach for specific vehicles, plant, or any other assets. These may include:

- Sales directly from Defra sites or other elected sites
- Closed tenders

1.9.5 Marketing

The supplier will be expected to attract as wide an audience as possible to each sale including the public and members of the motor trade. A marketing plan will be requested during the tender process and will form part of the evaluation.

A range of communication and advertising methods are expected to be utilised to maximise exposure of assets to potential buyers, providing opportunities to increase an asset's resale value including, but not limited to:

- Print advertisements
- Newsletters and mail drops
- Online listings
- Social media
- Email marketing
- Telephone marketing

1.9.6 After Sales

A report including the sale price, independent valuation and reserve for each asset/vehicle shall be provided to DGFS within 24 hours. The buyer will always be responsible for informing the DVLA of the details of sale and the supplier should facilitate this. The transfer of monies to DGFS shall be made via BACS in line with 4.6 'Invoice and Payment Systems' within this document.

If an asset does not sell at the first auction, the supplier will have two further auctions to dispose of the asset. If the asset is not sold after three separate auction attempts, then DGFS will instruct the supplier to either return the asset to DGFS at no additional cost or dispose of the asset for its scrap value. If disposal of the asset accrues a cost to DGFS, then this must be agreed with DGFS before any disposal can be actioned.

2. Health and Safety

All works provided by the supplier must be executed in accordance with the latest Health & Safety Legislation. The supplier must have in place and available to be viewed, all appropriate health and safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that the supplier is wholly responsible for the health and safety of their personnel, sub-contractors. The supplier must ensure they are able to supply electronic copies of relevant risk assessments, method statements and lifting plan (where applicable) for collection, loading, and lifting activities carried out by the supplier on Defra collection sites, the supplier must comply with the collection sites specific rules and regulations, as such we reserve the right to carry out active monitoring of any operations conducted on EA/Defra sites by any contractors working under this contract.

DGFS will not be responsible for vehicles, plant or assets once it has been collected by the supplier or their representative. It is the supplier's responsibility to handle the vehicle, plant or asset correctly, considering any risks or issues with the vehicle, plant or asset.

The supplier must be able to demonstrate at all times throughout the life of the contract they have effective arrangements for managing risk, lone working and supervision for their personnel, sub-contractors and maintenance providers who are undertaking work on Defra group premises. The supplier is responsible for the health and safety of their personnel and subcontractors.

The supplier will ensure that all delivery and collection vehicles and drivers comply with the current transport legislation for the UK and if working to EU Drivers Regulations they comply with said regulations.

The supplier will be responsible for reporting accidents and incidents, involving their undertaking of the contract, to the contract manager within 24 hours. The supplier must provide a copy of their investigation report within 14 days, and the report must consider the guidance contained in the HSE publication HSG 245, 'Investigating Accidents and Incidents'. The supplier will also share lessons learnt and best practice in relation to accidents and incidents relative to similar contracts.

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The supplier must ensure all sub-contractors selected to deliver the requirements of this contract demonstrate a robust health and safety management system complimented by a strong health and safety culture at all levels of the organisation. The supplier will be deemed wholly responsible for the health and safety performance of their supply chain.

The supplier will ensure all of their personnel and sub-contractors, used to deliver work under this contract must be fully trained and competent to undertake the work as directed.

Any supplier's personnel or Sub-Contractors used to deliver work under this contract when visiting our sites must sign into our premises and adhere to all site-specific health and safety rules, including but not limited to specific PPE, pollution prevention equipment or other safety equipment, and what to do in an emergency. In the event the site requests a risk assessment and/or a method statement this should be provided and agreed with the requester in advance.

2.1 Loading and Unloading

All loading, unloading, lifting and securing of loads will be the supplier's responsibility and must always comply with LOLER regulations. The supplier's operative/representative is fully responsible for the safe and secure placement of the assets being secured for transportation, Defra and DGFS staff are **not** authorised to assist in the loading or unloading of any assets for suppliers. All the suppliers' operatives/representatives must be qualified to load and unload the assets which require transportation, evidence of any relevant training should be available on request.

It is the supplier's responsibility to provide lift plans, risk assessments and method statements for these activities which should be available on request from any site or DGFS contact.

2.2 Lifting Operations

The supplier is expected to supply a suitable vehicle, lorry mounted crane/loader and lifting equipment which have been examined and any related services or certifications are in date.

A suitably trained driver/operator should be provided by the supplier along with any risk assessments, method statements or lift plans. The plans must be carried out by the driver/operator who must be trained and competent to carry out a dynamic risk assessment at each site before any lift.

Any changes to the lift plan, including additional risks and hazards, must be added to the lift plan document prior to the lift.

3. Sustainability

3.1 Working with the Environment Agency

Within DEFRA we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

e-Mission2030 is our sustainability strategy. It includes our supply chain. Successfully meeting the e-Mission 2030 commitments will be reliant upon an open, transparent and partnership approach with our suppliers to work on the risks, opportunities and solutions together.

e-Mission 2030 is broken down into 4 priority areas.

- Responding to the climate emergency
- Transitioning to a circular economy
- Benefiting people and communities
- Being nature positive

Each priority area has 3 commitments beneath it stating what we are going to achieve. In addition, there is a suite of milestone targets that demonstrate how we will make progress against these commitments over the 10-year strategy period. It is important to note that these 4 priority areas are not independent of each other. They all interact and rely on each other to successfully achieve in full. For instance, we cannot achieve our net zero carbon ambition without reducing our resource consumption or delivering environmental net gain.

We are committed to achieving net zero carbon in our operations and supply chains by 2045-50 with a 45% reduction in our carbon emissions by 2030. This means that by 2045-50, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change. We will achieve this through a 2-stage approach, the first of which is a 45% reduction in emissions by 2030 which this contract will need to help us achieve. Beyond 2030 we will need to achieve a further 45% reduction in emission.

The suppliers will need to demonstrate throughout the life of this contract that they are addressing and working on these issues and will be asked as part of the tender how they will contribute to meeting them.

The suppliers must commit to the following.

- Understand our e-Mission 2030 priorities, their importance to us and how they link to the delivery of the services under this contract.
- Actively work with us to achieve the Government Fleet commitments of 100% of our car and van fleet being zero emission vehicles by 2027.
- Actively work with us to meet our process as it evolves and becomes established.
- Be open and transparent with us about the social and environmental impacts of the work delivered under this contract, the risks and opportunities and work to address these.
- Provide us with relevant data, evidence and examples to demonstrate the progress being made.
- Carry out valid carbon reduction activity throughout the life of the contract. This might include areas such as energy use, travel and resource consumption.

We will only purchase products and materials that are the most environmentally responsible throughout their lifecycle.

We also have an environmental management system (EMS) that is certified to ISO14001:2015 standards which incorporates our procurement and supply chain activities. As part of our EMS, we take a full lifecycle approach to the identification and management of the significant environmental risks and opportunities in our procurement activities. The suppliers shall ensure that the services are performed in a manner which is always consistent with the Employer's Environmental Management Systems/Principles.

Each Supplier will.

- Always remain fully compliant with all relevant environmental legislation throughout the life of this contract. This includes any amendments to existing legislation or any new legislation that may come into force during the life of this contract.
- Consider and reduce the environmental impacts of the products and services over the whole lifecycle to consider the impacts outside of their direct operation including raw materials.
- Achieve continuous improvement in environmental performance.
- Encourage innovation to deliver resource efficient, cost-effective and low carbon solutions.
- Promote the best practical environmental options.
- Communicate our sustainability requirements throughout their supply chain, partners and wider organisation.
- Share, communicate and promote best practice, lessons learned and new innovations with the Environment Agency in all areas that are relevant to this contract.

The Suppliers may be asked to provide a supply chain map of the products offered as part of this contract.

The Suppliers are responsible for ensuring that all parties working under this contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Suppliers must monitor and ensure ongoing competence and compliance with this throughout the life of the contract.

Recognising this contract will run for up to 5-years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

We encourage our suppliers to be certified to the standard of ISO14001 or equivalent by an accredited body. A staged approach to this standard can be achieved for Small and Medium Enterprise's (SME's).

The products provided/used as part of this contract must as a minimum.

- Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.
- The suppliers must actively reduce the amount of resources that will be used to deliver this contract throughout its duration.

- The suppliers must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The suppliers are to provide 100% reusable or recyclable packaging. Any packaging that cannot be reused or recycled will need to be substituted for those that can. The suppliers must not use single use plastics packaging as part of the contract.
- All paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- All hydraulic oils supplied in equipment disposed of under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non-solvent based degreasers must be used in all cases.

Work carried out as part of this contract must.

- Aid the Environment Agency in implementing its bio security measures to limit the spread of non-native invasive species. This includes but is not limited to work carried out to the assets to reduce their risk of spreading non-native invasive species but also in transporting any assets from site to site and travelling to and from sites to carry out the required work.
- Ensure that all equipment is operating in line with its design specification at its most efficient in order to ensure running costs, carbon emissions and air pollutant emissions are at their lowest.
- Ensure that all equipment is operating in line with its design specification at its most efficient so that disturbance caused to the surrounding environment including but not limited to silt disturbance/mobilisation when in a water course and noise during operation is at its lowest.
- Ensure the robust containment of all oils, fuel and lubricants to minimise the risk of leaks and spills during operation.

3.2 Pollution Prevention

The Suppliers and its Sub-Contractors shall ensure compliance with all Environment Agency and Defra pollution prevention procedures and processes whilst on site. They must always act in line with legal responsibility and good environmental practice.

The Suppliers and its Sub-Contractors will:

- Ensure familiarisation of site drainage plans and appropriate working location before commencing works.
- Adhere to all on site Environment Agency pollution prevention procedures and processes.
- Carry appropriate spill kits and be competent in how to use them
- Report Incidents and Near Misses in line with Environment Agency guidelines, including but not limited, to the monitoring and reporting of hydraulic fluid and oil leaks.

3.3 Reporting of Environmental Incidents and Near Misses

All environmental incidents and significant near misses must be reported to the Environment Agency Incident Hotline 0800 807060 at the earliest opportunity, and then to the Contracts Manager.

Initial reports for such incidents must be followed by a written report containing key information about the incident including lessons learnt. A final and comprehensive investigation report must be provided by the Supplier to the Contract Manager within 10 working days. The report findings including lessons learnt may be discussed as part of regular contract review meetings. The supplier must share all significant lessons learnt with all sub-contractors working as part of this contract.

3.4 Waste

We aim to eliminate waste from products and materials. It is our intention to not buy any product until we know how it will be disposed of at end of life and that we are happy that the option provided is the most environmentally preferable option available. The suppliers will need to provide us with details on how they will eliminate waste from products and materials, and how products will be disposed of at end of life. Closed loop and re-use systems will be prioritised.

All waste generated from the work including but not limited to replaced parts, oils, paints and batteries will be classified as the supplier's waste and the supplier will be required to manage this waste correctly in accordance with all relevant and current legislation, including but not limited to disposing of it at authorised waste facilities and providing full and transparent details of all final waste destinations. All and any waste will be removed from site and the waste hierarchy applied with no waste sent to landfill. Appropriate Duty of Care documentation should be completed and be available for audit/inspection at any time.

The Suppliers are required to inform us of any sustainability and resilience risks that exist with the supply, manufacture and delivery (from sourcing of materials to end of life) of the products under this contract which may affect its cost, availability, delivery times and ongoing use.

Risks to be considered include but are not limited to.

- the impact of extreme weather events
- new or proposed legislation
- material scarcity issues
- reputational impact
- impacts in the supply chain that go against the sustainability standards and objectives outlined this schedule.

The Suppliers are to share this information with us and look at ways to reduce the risk or impact. The intelligence on this is to be updated annually or as more information about the risks occurs, whichever is more frequent.

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3.5 People and Communities

The supplier will support the Client to achieve its Public Sector Equality Duty. This includes:

- a) eliminating discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010 (as amended);
- b) advancing equality of opportunity between people who share a protected characteristic and those who do not; and,
- c) fostering good relations between people who share a protected characteristic and those who do not

The supplier shall notify the Client immediately of any investigation of or proceedings against the Delivery Partner, whether under the Equality Act or any discrimination legislation which it replaces and repeals and cooperates fully and promptly with any investigation or proceedings.

The Client is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Client expects its suppliers to share this commitment and to ensure they are meeting International Labour Standards. The supplier will ensure that it and its sub-contractors and its supply chain:

- a) comply with all applicable laws, statutes, regulations in force including but not limited to the provisions of the Modern Slavery Act 2015; and,
- b) pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate).

The Client is committed to delivering fair and equitable distribution of social benefits which accurately reflect the diverse needs of the communities. Each supplier will contribute to this by supporting the use of SMEs, Supported Factories, Charities and Social Enterprises in their supply chain. The Suppliers will report on their current activity in this area and plans to increase this as part of the Management Information (MI).

4. Contract and Performance Management

4.1 NEPO 202 Framework Agreement

We, “the Contracting Authority” shall award the contract for these goods in accordance with NEPO 202 Schedule. The suppliers will be expected to support completion of the NEPO 202 Contract Order Form, by reference to this Statement of Requirements and the Contract Tender submitted during the Call for Competition Procedure.

The suppliers must remain compliant with the requirements of NEPO 202 agreement as well as our “The Contracting Authority” requirements detailed within this specification.

4.1.1 Account Management

The supplier shall within their tender provide the name and contact details (including email address and telephone number) of the account manager for this contract. The nominated account manager shall have industry experience, technical and operational knowledge. The account manager will be the single point of contact for asset and contract queries, valuations, and all other communications.

The supplier must inform DGFS contract manager of any proposed changes to account management staff throughout the duration of the contract. The named account manager shall oversee the operation of all the services and provide expert advice on all equipment supplied.

The Account Manager and/or the account management team shall as a minimum be required to:

- Ensure that all the goods & services utilised by us are delivered in accordance with the standards stated in the contract.
- Manage complaints and issues through to resolution including escalating as appropriate.
- Collate and consolidate management information (MI) reports, which will include data collected for the monitoring and reporting of the contract. It shall include mutually agreed Service Performance Measures and compared against previously collected data.
- Capture and monitor the service satisfaction levels determined by us and put plans in place where levels fall below an acceptable level.
- Develop strategies with quantifiable evidence designed to:
 - Generate best sales proceeds at auctions.
 - Cost savings and commercial opportunities.
 - Deliver efficiencies through streamlining processes and procedures.
 - Achieve continuous improvement in environmental and safety performance.
 - Improve customer experience.

We will require as a minimum:

- A full implementation meeting.
- One strategic meeting per year to review overall performance and discuss future requirements and priorities.
- Two strategic/performance meetings per year to discuss delivery of the contract against and performance against SPMs, which will be agreed at implementation.
- A quarterly written performance report across the entire contract.

4.1.2 Customer Satisfaction

The Supplier shall ensure that a robust and comparable customer satisfaction process is in place to record and report the performance of contract this may include but not be limited to:

- Asset collected as agreed
- Safety on Defra Sites
- Appropriate Feedback from buyers

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Results of these surveys are to be provided to Contract Manager at quarterly intervals.

4.2 Implementation Plan

We will require an implementation plan, detailing how the Supplier intends to set up and manage the implementation of the contract. This plan should include, as a minimum, the Supplier resources allocated for the implementation, and the procedures it shall adopt to carry out an effective implementation.

We will require a detailed implementation plan within 10 working days of contract award.

The plan shall demonstrate how the agreement will be implemented within the business and must include, as a minimum standard, the following elements:

- A project plan including indicative timescales.
- Project management methodology as agreed between the parties, including a process for reporting progress against agreed plans.
- Supplier Implementation team structure to include a named implementation manager and named technical expert(s).
- Provide a formal launch programme to DGFS and its Defra Partners.

4.3 Performance Reporting

The Supplier shall operate and maintain appropriate systems, processes, and records to always ensure that it can deliver timely and accurate Management Information.

The Supplier shall provide quarterly Management Information reports which will include but not be limited to the following:

- Quarterly and cumulative performance against SPMs stated in section 5.4
- Sales and operational performance against market/industry standards
- Cost breakdowns of all services applied on an individual asset basis
- Transportation and movement mileage and resulting CO2 savings
- Carbon and sustainability information
- Waste handling information/confirmation
- Present findings from Customer Satisfaction surveys

In addition to this, the supplier is required to produce 6-monthly performance report including:

- Performance against SPM's stated in section 4.4
- Issue Resolution – see section 4.5

All management information shall be provided two weeks prior to the quarterly meetings and alongside industry benchmark comparisons where available. Under Freedom of Information legislation, members of the public have the right to ask us for detailed information that is not currently available to them. Where we receive any such requests for information, we need to respond quickly and efficiently and in line with the requirements of the Freedom of

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Information Act. We will require you to support the provision of such information, completing the process within 10 working days.

4.4 Supplier Performance Measures (SPM)

The supplier is required to meet minimum service level and performance measures and report performance against these measures quarterly. The contract manager will meet with the supplier on a quarterly basis to review the performance of the framework and agree future actions or strategies. These reports will be supplied five working days prior to our agreed Contract review meetings to the contract manager. If reports are not presented prior to the scheduled meeting it will be rearranged for when the information is made available.

These reports should also include recommendations for action either by us or the supplier, to improve the safety, efficiency, effectiveness, environmental performance, and value for money of the Fleet and/or related processes and procedures.

Please note these SPMs are subject to review and amendment throughout the life of the contract. Our sustainable business unit will work with the winning supplier to review and agree carbon reduction targets throughout the lifetime of the contract.

NO	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	100% performance versus industry CAP values.	The supplier is expected to achieve 100% performance versus industry CAP values where applicable.	3 monthly performance report
2	Collection details to be agreed within 10 working days of the supplier being made aware of assets requiring disposal.	All collection sites to be aware when the asset(s) are to be collected and confirmation of any arrangements made ahead of collection.	3 monthly performance report
3	Complaints to be acknowledged within 1 working day and resolved within 21 working days	The supplier is expected to acknowledge all complaints within a working day and all complaints to be resolved within 21 working days.	3 monthly performance report
4	Freedom of Information Requests to be completed within 10-days	100% of Freedom of Information Requests to be completed within the 10-day guideline	3 monthly performance report

5	100% of payments to be received correctly and on time.	The supplier is to ensure all payments are received within 3 working days for 4x4', LCV's and cars, and 10 working days for all other asset types.	3 monthly performance report
6	Asset condition reports received within 24 hours of asset arriving on supplier's site.	Supplier is to provide a full condition report within 24 hours of the asset arriving on site to the Contract Manager.	3 monthly performance report
7	Mi reporting.	Mi reporting to be provided correctly and on time.	3 monthly performance report

4.5 Issue Resolution

The supplier shall ensure that any issues or complaints are acknowledged within 1 working day of the details being received. The supplier shall keep us informed with the progress of our complaint at regular intervals until it is resolved. In all cases complaints shall be resolved within 21 working days.

The supplier shall record all complaints including any actions and the timescales taken to resolve and include these on the 3-monthly performance report and subsequent meeting. The reports should be provided on a quarterly basis and will contain the following information:

- Date complaint received
- Name and department of complainant
- Contact details of complainant
- Nature of complaint
- Actions taken to resolve the complaint
- Preventative measures taken
- Date of resolution

4.6 Invoice and Payment Systems

The transfer of monies to DGFS shall be made via BACS within 3 working days from sale day for 4x4', LCV's and cars, and 10 working days for all other asset types. Remittance details of payments to be made must include:

- Item description
- Fleet number or registration number
- Net sale proceeds
- Deductions from sale proceeds
- VAT amount
- Gross sale proceeds

The supplier must present an official VAT invoice stating the valid purchase order number to:

[REDACTED]

[REDACTED]

4.7 Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure costs and any additional costs are validated to ensure they are fair and reasonable. We may undertake independent benchmarking reviews to ensure the prices charged represent good value within the market. The suppliers will support these activities to provide full transparency of their pricing for the goods and/or services provided.

In all respect, this contract shall operate on a partnership basis. There shall be full “open book accounting” reporting on both sides of all aspects of the services provided. Problem solving shall be approached on a shared responsibility basis. The suppliers shall commit to proactively seek out continuous improvement to the service levels and costs and suggest improvements to reduce cost, improve safety or environmental performance. The suppliers should also commit to supporting us in achieving, and where possible exceeding, its fleet related strategic and environmental objectives, including our supply chain. This will be achieved through Supplier Performance Measures (SPMs) and regular Operational, Tactical and Strategic reviews with our Commercial and Fleet representatives. All parties shall adhere to the principles of continuous improvement, sustainable development and lifecycle impact reduction.

DGFS reserves the right to withhold up to 8 assets across our asset group for benchmarking purposes per financial year. The sale of these items via other routes / suppliers will be in agreement with the supplier to ensure that all circumstances are equal.

4.8 Supply Chain Management

The supplier shall undertake effective supply chain management and have full transparency of their supply chain, throughout the duration of the contract to ensure the cost effective and sustainable continuity of supply, and quality of goods or services provided to us.

The supplier must communicate our sustainability requirements throughout their supply chain, partners and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with us in all areas that are relevant to this contract.

4.9 Business Continuity Management

The supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO22301 or

equivalent. The supplier shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO22301, or equivalent.

The supplier will inform our contract manager of any disruption to the service within two working hours. This includes, but is not limited to:

- IT disruption
- Telephony disruption
- Extreme weather
- Lack of resource
- National pandemic and/or national lockdowns
- Fuel shortages

4.10 Data Security

Any data systems used by the supplier for the administration of this contract must have the security capability to hold data at an OFFICIAL level. The supplier is expected to complete ongoing maintenance to keep systems up to date, identify and remediate faults and vulnerabilities, and respond to security incidents against which you will report to us quarterly.

The Supplier may be required to produce a Security Management plan. This may need to be adjusted and reviewed from time to time and if optional services are taken up, proportionate with the identified threat to, and nature of, the data being protected.

The supplier shall demonstrate in the Security Management Plan how they comply with HMG Security Policy and the Cloud Security Principles.

5. Contractor's Responsibilities

The supplier is required to hold a current insurance policy covering the loss or damage to any asset which is in their custody or control for reasons connected with the supplier's business. The supplier is required to keep Environment Agency property in a safe and secure location to maintain the asset condition, set aside and clearly marked as the property of the Environment Agency, any additional damage is to be reported to the contract manager at the time the damage is observed.

Indemnity will be in favour of DGFS to any loss or damage to any asset (excluding indirect and consequential loss) which might arise as a direct consequence of the actions or negligence of the supplier, its staff or agents in the execution of the contract.

Any loss, damage or destruction of the Environment Agency's vehicles whilst on the supplier's premises which is not as a result of the actions or negligence of the Environment Agency, or its employees is to be covered under the supplier's policy of insurance or the contract.

6. Intellectual Property Rights for Designs

All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in a Prior Right Schedule to this contract.

All results shall be the property of the Agency.

The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the supplier. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

6.1 Definitions

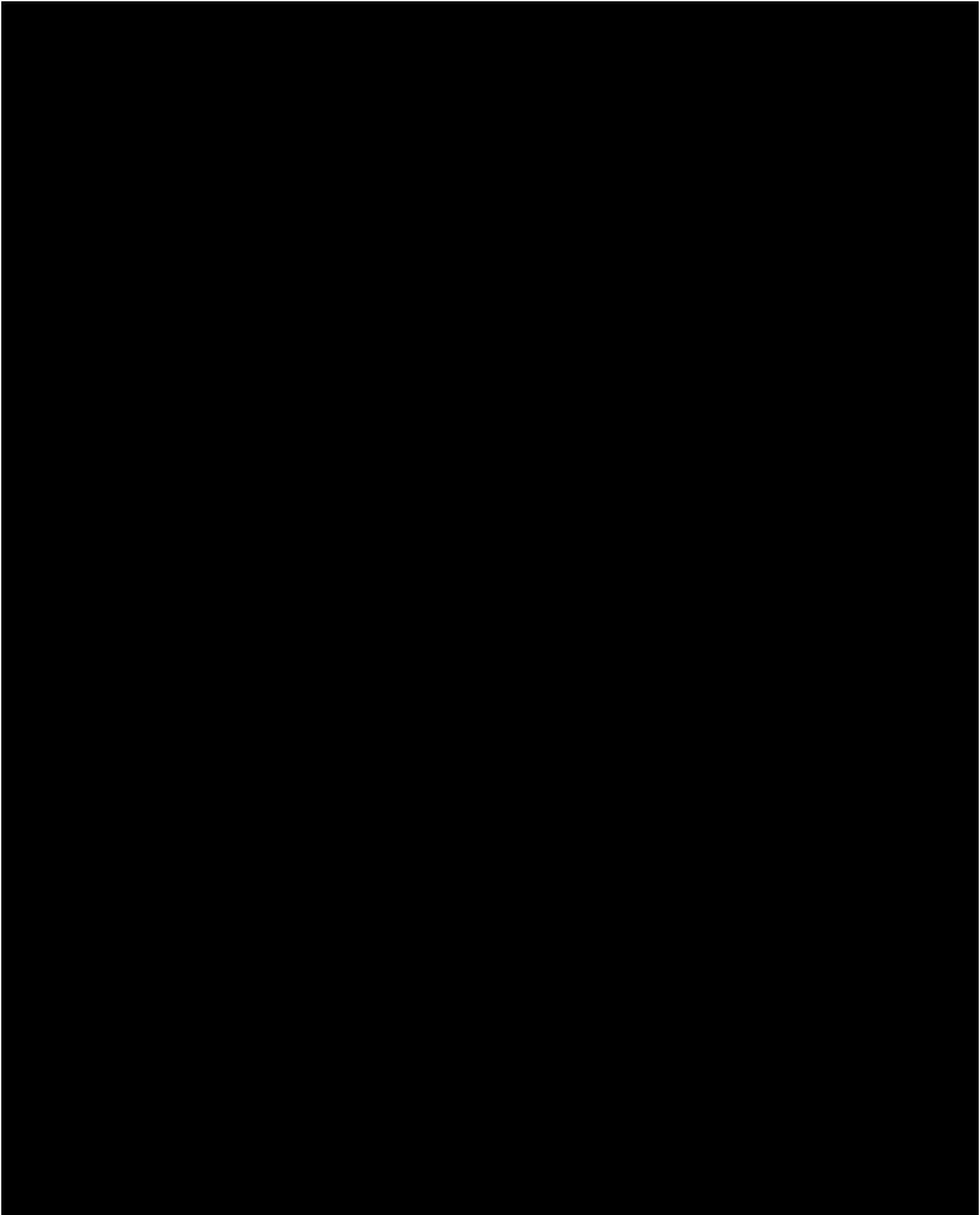
6.1.1 Results

All things produced in performing the services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

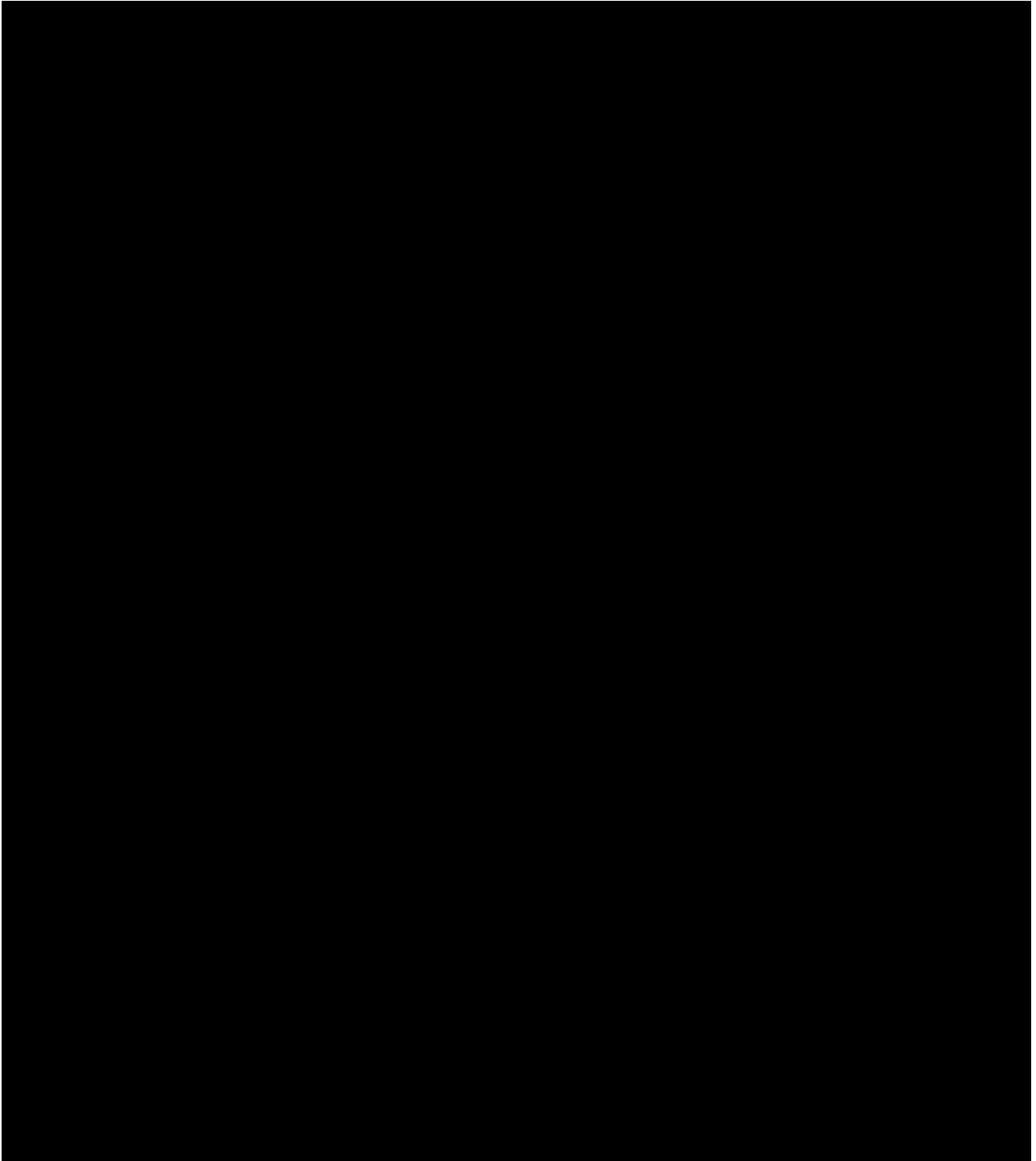
6.1.2 The Resulting Rights

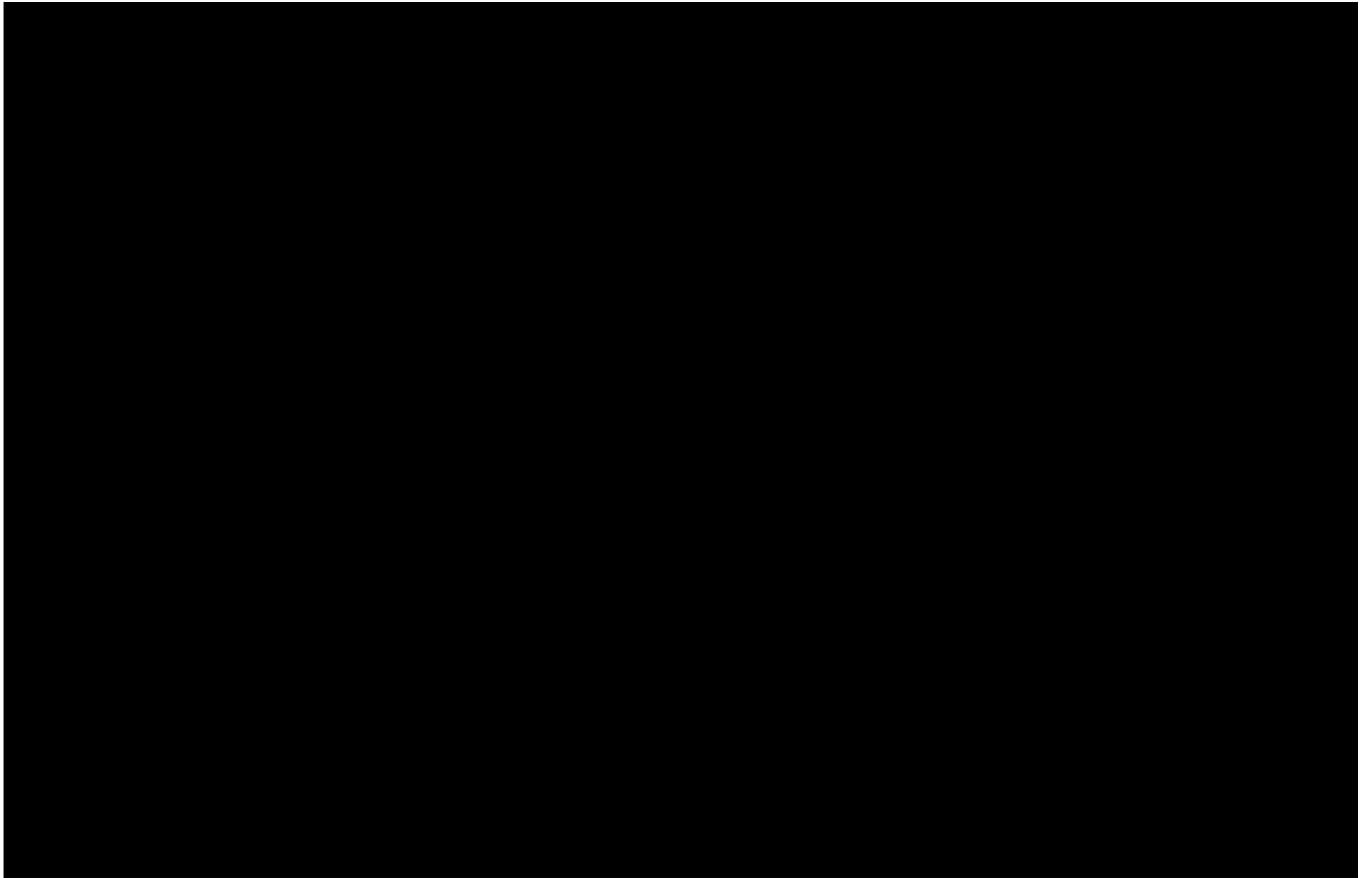
All Intellectual Property Rights in the results that are originated, conceived, written or made by the supplier, whether alone or with others in the performance of the services or otherwise resulting from the contract.

Annex 3 – Charges
NEPO 202 Framework Pricing

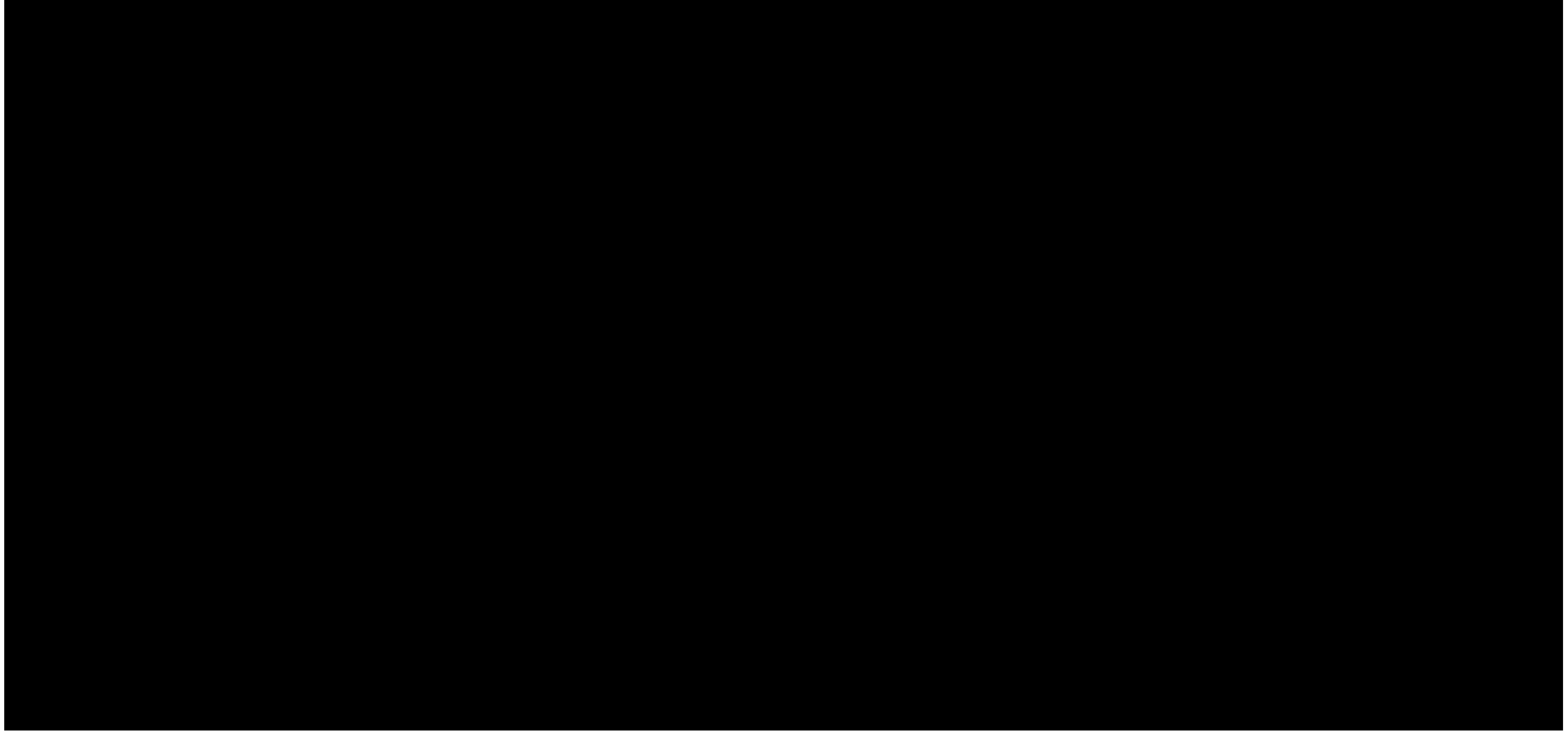


Annex 3 – Charges
NEPO 202 Framework Pricing





Disposal of Fleet Assets including Vehicles, Plant, and Small Assets
Scenario Pricing



**Disposal of Fleet Assets including Vehicles, Plant, and Small Assets
Detail Pricing**

