

DATED 17/02/2015

CROWN COMMERCIAL SERVICE

and

TMR EXECUTIVE AGENCY LTD

POSTAL GOODS AND SERVICES FRAMEWORK AGREEMENT

(Agreement Ref: RM1063)

FINAL VERSION

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FINAL VERSION

This Agreement is made on 17/02/2015

BETWEEN:

- (1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP (the "**Authority**");
- (2) TMR Executive Agency Ltd which is a company registered in England and Wales under company number 3335982 and whose registered office is at C/O Bevan Kidwell, 113-117 Farringdon Road, London, EC1R 3BX (the "**Supplier**").

RECITALS:

- A The Authority placed a contract notice **2014/S 139-249892** on **18/07/2014** (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of **Postal Goods and/or Services** interested in entering into a framework arrangement for the supply of such Goods and/or Services to Contracting Bodies.
- B On **18/07/2014** the Authority issued an invitation to tender (the "Invitation to Tender") for the provision of **Postal Goods and/or Services**.
- C In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on **02/10/2014** (set out in Framework Schedule 20 (Tender)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering the Goods and/or Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Goods and/or Services in an efficient and cost effective manner.
- D On the basis of the Tender, the Authority selected the Supplier to enter into a Framework Agreement for Lot 5 along with a number of other suppliers appointed to the Framework to provide the Goods and/or Services to Contracting Bodies from time to time on a call off basis in accordance with this Framework Agreement.
- E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required by Contracting Bodies, the template terms and conditions for any Call Off Agreement which Contracting Bodies may enter into and the obligations of the Supplier during and after the Framework Period.
- F Parties to the Framework Agreement acknowledge and agree that there will be no obligation for any Contracting Body to award any Call Off Agreements under the Framework Agreement.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in

Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

- 1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

1.2.1 In this Framework Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
- (g) references to: "**representations**" shall be construed as references to present facts; to "**warranties**" as references to present and future facts; and to "**undertakings**" as references to obligations under this Framework Agreement;
- (h) references to "**Clauses**" and "**Framework Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
- (a) the Clauses and Framework Schedule 1 (Definitions);
 - (b) Framework Schedules 1 to 19 inclusive;
 - (c) Framework Schedule 20 (Tender).
- 1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Agreement, the provisions of this Framework Agreement shall prevail over those of the Call Off Agreement save that:
- (a) any refinement to the Order Form and Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Order Form and Call-Off Terms); and
 - (b) subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 20 (Tender).
- 1.2.4 Where Framework Schedule 20 (Tender) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) and has entered into this Framework Agreement in reliance on its own due diligence alone.
- 2.1.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere; and/or
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.
 - (c)

3. SUPPLIER'S APPOINTMENT

- 3.1 The Authority hereby appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by the Authority and Other Contracting Bodies during the Framework Period.
- 3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 44 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.
- 4.2 The Supplier acknowledges and agrees that:
- 4.2.1 there is no obligation whatsoever on the Authority or on any Other Contracting Body to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement and
 - 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or Other Contracting Bodies in relation to the provision of the Goods and/or Services by the Supplier and that the Authority and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.
- 4.3 In the event that any Other Contracting Body makes an approach to the Supplier with a request for the supply of Equivalent Goods and/or Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Body, and before any supply of Equivalent Goods and/or Services is made, inform such Other Contracting Body of the existence of this Framework and the Other Contracting Body's ability to award Call Off Agreements for Goods and/or Services pursuant to this Framework Agreement.

5. CALL OFF PROCEDURE

- 5.1 If the Authority or any Other Contracting Body decides to source any of the Goods and/or Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Agreements for the Goods and/or Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).
- 5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

- 6.1 Where a Relevant Supplier is bidding to provide New Goods and/or Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Goods and/or Services to a Contracting Body, the Supplier shall promptly provide the relevant Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Body and/or the Relevant Supplier, as appropriate, to:
- 6.1.1 carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;
 - 6.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Goods and/or Services and the New Goods and/or Services;
 - 6.1.3 carry out a fair Further Competition Procedure for the New Goods and/or Services; and
 - 6.1.4 make a proper assessment as to the risk related to the New Goods and/or Services.
- 6.2 When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.
- 6.3 If the Supplier wishes to be considered as a Supplier of the Goods and/or Services to a Contracting Body where it (or any Affiliates and/or Sub-Contractor) is already providing Legacy Goods and/or Services to that Contracting Body, the Contracting Body may require, as a pre-condition of involvement in the Further Competition Procedure for the procurement of the Goods and/or Services (whether such involvement is as a Supplier, or as a Sub-Contractor to a Supplier) that the Supplier shall (and shall ensure that its Affiliates and/or Sub-Contractors shall) establish and maintain an appropriate Chinese Wall Agreement arrangement approved by the Contracting Body and put in place such other protections as the Contracting Body considers to be reasonable between the personnel who are involved in operational aspects of the Legacy Goods and/or Services and the personnel who are bidding to provide the Goods and/or Services under this Framework Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants that:
- 7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 7.1.2 this Framework Agreement is executed by its duly authorised representative;
 - 7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and

7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

7.2 The Supplier represents and warrants that:

7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement, Call Off Agreement and (if applicable) Lease Agreement;

7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;

7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;

7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;

7.2.6 as at the Framework Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;

7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;

7.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Bodies.

- 7.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- 7.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 7.2.11 for the duration of this Framework Agreement and any Call-Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Agreements, the Supplier shall not employ or offer employment to any staff of the Authority or the staff of any Contracting Body who has been associated with the procurement and/or provision of the Goods and/or Services without Approval or the prior written consent of the relevant Contracting Body. For the avoidance of doubt, Clause 7.2.11 restriction shall not apply to the situations where Authority or any Contracting Body personnel are responding to publicly advertised recruitment campaigns; and
- 7.2.12 in performing its obligations under this Framework Agreement and any Call Off Agreement, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Bodies on the basis of their respective sizes.
- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
- 7.6 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

8. GUARANTEE

- 8.1 Where a Contracting Body notifies the Supplier that the award of a Call Off Agreement by that Contracting Body shall be conditional upon receipt of a valid Call Off Guarantee, then, on or prior to the execution of that Call Off Agreement the Supplier shall deliver to the Contracting Body:

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

8.2 The Contracting Body may in its sole discretion at any time agree to waive compliance with the requirement in clause 8.1 by giving the supplier notice in writing duration of Framework Agreement

9. FRAMEWORK PERIOD

9.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:

- 9.1.1 at the end of the Initial Framework Period; or
- 9.1.2 where the Authority elects to extend the Initial Framework Period in accordance with Clause 9.1 below, at the end of the Extension Framework Period,
unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

9.2 The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of one (1) year in total from the expiry of the Initial Framework Period by giving the Supplier no less than three (3) Months' written notice.

B. FRAMEWORK AGREEMENT PERFORMANCE

10. FRAMEWORK AGREEMENT PERFORMANCE

10.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:

- 10.1.1 The requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
- 10.1.2 the terms and conditions of the respective Call Off Agreements and (if applicable) Lease Agreements;
- 10.1.3 Good Industry Practice;
- 10.1.4 all applicable Standards; and
- 10.1.5 in compliance with all applicable Law.

10.2 The Supplier shall bring to the attention of the Authority, any conflict between any of the requirements of Clause 10.1 shall comply with the Authority's decision on the resolution of any such conflict.

11. KEY PERFORMANCE INDICATORS

11.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 1 (Goods and/or Services and Key Performance Indicators).

12. STANDARDS

- 12.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Agreement, including the Standards set out in Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 12.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Body under a Call Off Agreement, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 12.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Body's receipt under a Call Off Agreement, of the Goods and/or Services is explained to the Authority and the Contracting Body (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 12.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.
- 12.5 Where a standard, policy or document is referred to in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.
- 12.6 The Supplier should note (when designing and delivering Services to the Authority and any Contracting Body which is a Crown Body) the intention of the Authority to conform to HM Government's ICT Strategy, Contracting Bodies ICT strategy and the set of standards (such as those associated with the adoption of cross government cloud services and the adoption of the Public Services Network (PSN) for network service provision) related to that strategy.

13. MINIMUM STANDARDS OF RELIABILITY

- 13.1 No Call Off Agreement with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the Minimum Standards of Reliability at the time of the proposed award of that Call Off Agreement.
- 13.2 The Authority shall assess the Supplier's compliance with the Minimum Standards of Reliability:
- 13.2.1 upon the request of any Contracting Body; or
 - 13.2.2 otherwise, whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 13.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to

Clause 13.2, the Authority shall so notify the Supplier (and any Contracting Body in writing) and may invoke any rights in might have under this Framework Agreement in respect of a material breach of this Framework Agreement.

14. CONTINUOUS IMPROVEMENT

14.1 The Supplier shall work with the Contracting Body to drive efficiencies within the supply of the Goods and Services under this Framework Agreement. The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Goods and/or Services and the manner in which it provides the Goods and/or Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

15. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

15.1 The Supplier shall perform all its obligations under all Call Off Agreements entered into with the Authority or any Other Contracting Body:

15.1.1 in accordance with the requirements of this Framework Agreement;

15.1.2 in accordance with the terms and conditions of the respective Call Off Agreements.

15.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 15.1.1 and 15.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

C. FRAMEWORK AGREEMENT GOVERNANCE

16. FRAMEWORK AGREEMENT MANAGEMENT

16.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework Management).

17. RECORDS AND AUDIT ACCESS

17.1 The Supplier shall keep and maintain, until the later of:

17.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or

17.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or

17.1.3 such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Agreements entered into with Contracting Bodies, the Goods and/or Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Body under the Call-Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

17.2 The Supplier shall keep the records and accounts referred to in Clause 17.1 in accordance with Good Industry Practice and Law.

- 17.3 The Supplier shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier's management team or by the Supplier's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.
- 17.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:
- 17.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - 17.4.2 all related invoices are completely and accurately included in the MI Reports; and
 - 17.4.3 all Charges to Contracting Bodies comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable).
- 17.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
- 17.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 17.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Framework Agreement, including for the following purposes to:
- 17.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Body under a Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);
 - 17.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - 17.6.3 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - 17.6.4 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 17.6.5 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;

- 17.6.6 obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 17.6.7 carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 17.6.8 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 17.6.9 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
 - 17.6.10 review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 17.6.11 review the integrity, confidentiality and security of the Authority Personal Data; and/or
 - 17.6.12 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 17.7 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services pursuant to the Call Off Agreements, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.
- 17.8 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
- 17.8.1 all information within the scope of the Audit requested by the Auditor;
 - 17.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services; and
 - 17.8.3 access to the Supplier Personnel.
- 17.9 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any one Contract Year or year of any Call Off Agreements then, without prejudice to the Authority's other rights under this Framework Agreement, the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the Audit.
- 17.10 If an Audit reveals that:

17.10.1 that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call Off Agreement; and/or

17.10.2 a material Default has been committed by the Supplier;

then the Authority shall be entitled to terminate this Framework Agreement.

17.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 17.9.

17.12 Where requested by the Contracting Body, the Supplier shall complete Hadrian self-assessment questionnaire via the SID4Gov platform to verify the maturity of policies, systems and controls when handling sensitive data. The provision of such information shall be at no additional cost to the Supplier, the Authority and the Contracting Body. Please use the following link to the SID4Gov: <https://sid4gov.cabinetoffice.gov.uk/>

18. CHANGE

18.1 Variation Procedure

18.1.1 Subject to the provisions of this Clause 18 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Authority may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

18.1.2 The Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a Variation by completing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

18.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 18.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.

18.1.4 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof;
- (c) the Authority may:

- (i) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
- (ii) terminate this Framework Agreement with immediate effect.

18.2 **Legislative Change**

18.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the Framework Prices as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.

18.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 18.2.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices or this Framework Agreement; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.

18.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 18.2.1(b)) shall be implemented in accordance with Clause 18.1(Variation Procedure).

D. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS

19. MANAGEMENT CHARGE

19.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by the Authority of the same, the Supplier agrees to pay to the Authority the Management Charge in accordance with this Clause 19.

19.2 The Authority shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 9 (Management Information), and adjusted:

- 19.2.1 in accordance with paragraphs 5.4 to 5.7 of Framework Schedule 9 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information; and
- 19.2.2 in accordance with paragraph 6 of Framework Schedule 9 (Management Information) to take into account of any underpayment or overpayment as a result of the application of the Default Management Charge.
- 19.3 Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as the Authority may from time to time reasonably require)) the amount stated in any invoice submitted under Clause 19.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by the Authority to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.
- 19.4 The Management Charge shall apply to the full Charges as specified in each and every Call Off Agreement and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any Service Credits (as defined in Annex 2 of Framework Schedule 4 (Template Order Form and Template Call Off terms) and/or any other deductions made under any Call Off Agreement.
- 19.5 The Supplier shall not pass through or recharge to, or otherwise recover from any Contracting Body the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
- 19.6 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

20. PROMOTING TAX COMPLIANCE

- 20.1 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 20.1.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 20.1.2 promptly provide to the Authority:
- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonable require.
- 20.2 In the event that the Supplier fails to comply with this Clause 20 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for material Default.

21. BENCHMARKING

21.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Goods and/or Services.

22. FINANCIAL DISTRESS

22.1 The Parties shall comply with the provisions of Framework Schedule 16 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

E. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

23. NOT USED

24. SUPPLY CHAIN RIGHTS AND PROTECTION

24.1 Appointment of Key Sub-Contractors

24.1.1 The Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

24.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Contracting Body with whom it has entered into a Call Off Agreement and shall at the time of requesting such consent, provide the Authority with the information detailed in Clause 24.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority and/or the Contracting Body may reasonably withhold their consent to the appointment of a Key Sub-Contractor if either of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

24.1.3 The Supplier shall provide the Authority and the Contracting Body with whom the Supplier has entered into a Call Off Agreement with the following information in respect of the proposed Key Sub-Contractor:

- (a) the proposed Key Sub-Contractor's name, registered office and company registration number;
- (b) the scope/description of any Goods and/or Services to be provided by the proposed Key Sub-Contractor;
- (c) where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

- (d) Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
- (e) Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Key Sub-Contractor.

24.1.4 If requested by the Authority and/or the Contracting Body with whom the Supplier has entered into a Call Off Agreement, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 24.1.3, the Supplier shall also provide:

- (a) a copy of the proposed Key Sub-Contract; and
- (b) any further information reasonably requested by the Authority and/or the Contracting Body with whom the Supplier has entered into a Call Off Agreement.

24.1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
- (b) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
- (c) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority;
- (e) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 26.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 26.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 27 (Publicity and Branding);
 - (iv) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract,; and
 - (v) the conduct of audits set out in Clause 17 (Records and Audit Access);
 - (vi) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 32 (Authority Termination Rights) and 34 (Consequences of Expiry or Termination) of this Framework Agreement;
- (f) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or

Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority.

24.2 **Supply Chain Protection**

24.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
- (b) a right for the Authority and any Contracting Body with whom the Supplier has entered a Call Off Agreement to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

24.2.2 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;

24.2.3 Notwithstanding any provision of Clauses 26.2 (Confidentiality) and 27 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

24.3 **Termination of Sub-Contracts**

24.3.1 The Authority may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 32 (Authority Termination Rights) except Clause 32.6 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-contractor, unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) months of the later of the date the Change of Control

took place or the date on which the Authority was given notice of the Change of Control.

24.3.2 Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 24.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.

24.4 Competitive Terms

24.4.1 If the Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Authority may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
- (b) subject to Clause 24.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

24.4.2 If the Authority exercises either option pursuant to Clause 24.4.1, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 18.1 (Variation Procedure).

24.4.3 The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
- (b) any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

24.5 Retention of Legal Obligations

24.5.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 24, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

F. INTELLECTUAL PROPERTY AND INFORMATION

25. INTELLECTUAL PROPERTY RIGHTS

25.1 Allocation of title to IPR

25.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

- 25.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 25.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 25.1.3 Subject to Clauses 25.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 25.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority's logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.

25.2 IPR Indemnity

- 25.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 25.2.2 The Supplier shall at during and after the Framework Period, on written demand indemnify the Authority against all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim only to the extent that the Losses are caused solely due to a fault of the Supplier. .
- 25.2.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Authority; and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Goods and/or Services.
- 25.2.4 If the Supplier elects to procure a licence in accordance with Clause 25.2.3(a) or to modify or replace an item pursuant to Clause 25.2.3(b), but this has not avoided or resolved the IPR Claim, then:
- (a) the Authority may terminate this Framework Agreement by written notice with immediate effect; and
 - (b) without prejudice to the indemnity set out in Clause 25.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional

costs of procuring, implementing and maintaining the substitute items.

26. PROVISION AND PROTECTION OF INFORMATION

26.1 Provision of Management Information

26.1.1 The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).

26.1.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

- (a) use and to share with any Other Contracting Body and Relevant Person; and/or
- (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

26.1.3 The Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.

26.1.4 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 26.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

26.2 Confidentiality

26.2.1 For the purposes of this Clause 26.2, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

26.2.2 Except to the extent set out in this Clause 26.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;

- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

26.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 26.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

26.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

26.2.5 Subject to Clauses 26.2.2 and 26.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

26.2.6 Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 26.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in

this Framework Agreement by the persons to whom disclosure has been made.

26.2.7 The Authority may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body or Other Contracting Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 26.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority,
- (g) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 26.2.7.

26.2.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 26.2.7 shall include information relating to Call Off Agreements, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Agreement) and the terms of any Call Off Agreement may be shared with any Central Government Body or Other Contracting Body from time to time.

26.2.9 Nothing in this Clause 26.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

26.2.10 In the event that the Supplier fails to comply with Clauses 26.2.2 to 26.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

26.3 **Transparency**

- 26.3.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 26.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 26.3.3 The Supplier acknowledges that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative. Such details will not be redacted. By executing this Framework Agreement, the Supplier confirms that it has ensured that the Supplier Representative has given their consent to the publication of their name and contact details or otherwise taken steps to ensure that publication will not breach the Data Protection Act 1998. The name and contact details of any subsequent Supplier Representative details will also be published and in every such case the Supplier will ensure that consent is obtained or otherwise takes steps to ensure that publication of those details will not amount to a breach of the Data Protection Act 1998.
- 26.3.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

26.4 **Freedom of Information**

- 26.4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

26.4.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

26.5 **Protection of Personal Data**

26.5.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that the Authority is the Data Controller and that the Supplier is the Data Processor.

26.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Framework Agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under this Clause 26.5.2 and Clause 26.2 (Confidentiality);
 - (ii) 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 Authority or as otherwise permitted by this Framework Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Authority within five (5) Working Days if it receives:

- (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) 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;
- (f) provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to as Clause 26.5.2(e), including by promptly providing:
- (i) the Authority with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Authority, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 26.5.2 and provide to the Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

26.5.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**"). If, after the Framework Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with Clause 18.1 (Variation Procedure) and Clauses 26.5.3(b) to 26.5.3(d);
- (b) the Supplier shall set out in its proposal to the Authority for a Variation, details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;

- (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
- (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Supplier relating to the relevant Personal Data transfer,

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data.

26.5.4 The Supplier shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

27. PUBLICITY AND BRANDING

- 27.1 Subject to Clause 28 (Marketing), the Supplier shall not:
- 27.1.1 make any press announcements or publicise this Framework Agreement in any way; or
 - 27.1.2 use the Authority's name or brand in any promotion or marketing or announcement of Orders,
- without Approval (the decision of the Authority to Approve or not shall not be unreasonably withheld or delayed).
- 27.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Goods and/or Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.
- 27.3 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

28. MARKETING

- 28.1 The Supplier shall undertake marketing of this Framework Agreement and the Goods and/or Services on behalf of the Authority to Other Contracting Bodies in accordance with the provisions of Framework Schedule 11 (Marketing).
- 28.2 The Supplier shall obtain the Authority's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Authority within one (1) Month of receipt of such notice, the Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

G. LIABILITY AND INSURANCE

29. LIABILITY

- 29.1 Neither Party excludes or limits its liability for:
- 29.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 29.1.2 bribery or Fraud by it or its employees; or
 - 29.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 29.2 The Supplier does not exclude or limit its liability in respect of the indemnity of clause 25.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

- 29.3 Subject to Clauses 29.1 and 29.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of defaults by the other Party shall in no event exceed:
- 29.3.1 in relation to any defaults occurring from the Framework Commencement Date to the end of the first Contract Year the sum of five hundred thousand pounds (£500,000);
 - 29.3.2 in relation to any defaults occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the higher of the sum of five hundred thousand pounds (£500,000) in each such Contract Year or a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the previous Contract Year; and
 - 29.3.3 in relation to any defaults occurring in each Contract Year that commences after the end of the Framework Period, the higher of five hundred thousand pounds (£500,000) in each such Contract Year or a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the last Contract Year commencing during the Framework Period.
- 29.4 Subject to Clause 29.1, neither Party shall be liable to the other Party for any:
- 29.4.1 indirect, special or consequential Loss;
 - 29.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 29.5 Subject to Clause 29.3, and notwithstanding Clause 29.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:
- 29.5.1 any Management Charge or Default Management Charge which are due and payable to the Authority;
 - 29.5.2 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 29.5.3 any wasted expenditure or charges;
 - 29.5.4 the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement;
 - 29.5.5 any compensation or interest paid to a third party by the Authority;
 - 29.5.6 any fine, penalty or costs incurred by the Authority pursuant to Law.

- 29.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 29.7 Any Default Management Charge shall not be taken into consideration when calculating the Supplier's liability under Clause 29.3.
- 29.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 29 shall not limit the Supplier's liability to a Contracting Body under any Call Off Agreement and the Supplier's liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.

30. INSURANCE

- 30.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement, and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).
- 30.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Agreements.

H. REMEDIES

31. AUTHORITY REMEDIES

- 31.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 32.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:
- 31.1.1 The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
- 31.1.2 The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.
- 31.1.3 The Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
- 31.1.4 In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:

- (a) fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
- (b) fails to implement an Improvement Plan Approved by the Authority;

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement.

I. TERMINATION AND SUSPENSION

32. AUTHORITY TERMINATION RIGHTS

32.1 Termination in Relation To Guarantee

32.1.1 Where the Supplier is required to procure a Call Off Guarantee pursuant to Clause 8.1 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor;
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever;

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority; or

- (e) the Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Contracting Body.

32.2 Termination on Material Default

32.2.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call Off Agreement pursuant to paragraph 7.3 of Framework Schedule 5 (Call Off Procedure);
- (b) a Contracting Body terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;
- (c) an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
- (d) the Authority conducts an assessment pursuant to Clause 13.2 and concludes that the Supplier has not demonstrated that it meets the Minimum Standards of Reliability;

- (e) the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
- (f) in the event of two or more failures by the Supplier to meet the KPI Targets (except in relation to the “Spend under Management” KPI set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators)), whether the failures relate to the same or different KPI targets, in any rolling period of three (3) months;
- (g) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 18.1.4(c)(ii) (Variation Procedure);
 - (ii) Clause 26.2.10 (Confidentiality);
 - (iii) Clause 39.6.2 (Prevention of Fraud and Bribery);
 - (iv) Clause 35.1.2 (Compliance)
 - (v) Clause 40.3 (Conflicts of Interest);
 - (vi) paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
 - (vii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (h) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 10 (Framework Agreement Performance);
 - (iii) Clause 17 (Records and Audit Access);
 - (iv) Clause 19 (Management Charge);
 - (v) Clause 20 (Promoting Tax Compliance);
 - (vi) Not Used;
 - (vii) Clause 24 (Supply Chain Rights and Protection);
 - (viii) Clause 26.1 (Provision of Management Information);
 - (ix) Clause 26.4 (Freedom of Information);
 - (x) Clause 26.5 (Protection of Personal Data); and/or
 - (xi) paragraph 1.2 of Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- (i) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
- (j) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or

- (k) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

32.3 Termination in Relation to Financial Standing

- 32.3.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
- (a) adversely impacts on the Supplier's ability to supply the Goods and/or Services under this Framework Agreement; or
 - (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Goods and/or Services under this Framework Agreement;

32.4 Termination on Insolvency

- 32.4.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

32.5 Termination on Change of Control

- 32.5.1 The Supplier shall notify the Authority immediately the Supplier is intending to undergo, undergoes or has undergone a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of any circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is planned or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

32.6 Termination Without Cause

- 32.6.1 The Authority shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

32.7 Partial Termination

- 32.7.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this

Framework Agreement pursuant to this Clause 32.7 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

32.7.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 18.1 (Variation Procedure) including the effect that the partial termination may have on the on the provision of any other Goods and/or Services and the Framework Prices provided that:

- (a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 32 (Authority Termination Rights) with the exception of Clause 32.6 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the variation.

33. SUSPENSION OF SUPPLIER'S APPOINTMENT

33.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 32 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in the Authority's notice.

33.2 Any suspension under Clause 33.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

33.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Agreements concluded prior to the suspension notice.

33.4 If the Authority provides notice to the Supplier in accordance with this Clause 33.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

33.5 For the avoidance of doubt, no period of suspension under this Clause 33 shall result in an extension of the Framework Period.

34. CONSEQUENCES OF EXPIRY OR TERMINATION

34.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 34.

34.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Agreements to terminate automatically. For the avoidance of doubt, all Call Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off

Agreement and the Supplier shall continue to pay any Management Charge due to the Authority in relation to such Call Off Agreements, notwithstanding the termination or expiry of this Framework Agreement.

- 34.3 If the Authority terminates this Framework Agreement under Clause 32.2 (Termination on Material Default) and then makes other arrangements for the supply of the Goods and/or Services to Contracting Bodies, the Supplier shall indemnify the Authority in full upon demand for the cost of procuring, implementing and operating any alternative or replacement goods and/or services to the Goods and/or Services and no further payments shall be payable by the Authority until the Authority has established and recovered from the Supplier the full amount of such cost.
- 34.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all of the Authority's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).
- 34.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 34.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- 34.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 10 (Framework Agreement Performance), 17 (Records and Audit Access), 19 (Management Charge), 22 (Financial Distress), 25 (Intellectual Property Rights), 26.1 (Provision of Management Information), 26.2 (Confidentiality), 26.3 (Transparency), 26.4 (Freedom of Information), 26.5 (Protection of Personal Data), 29 (Liability), 30 (Insurance), 34 (Consequences of Expiry or Termination), 35 (Compliance), 37 (Waiver and Cumulative Remedies), 39 (Prevention of Fraud and Bribery), 41 (Severance), 43 (Entire Agreement), 44 (Third Party Rights), 45 (Notices), 46 (Complaints Handling), 47 (Dispute Resolution) and 48 (Governing Law and Jurisdiction); and
- 34.6.2 Framework Schedules 2 (Goods and/or Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking), 13 (Guarantee), 14 (Insurance Requirements), 16 (Financial Distress), 17 (Commercially Sensitive Information) and 19 (Tender).

J. MISCELLANEOUS AND GOVERNING LAW

35. COMPLIANCE

35.1 Compliance with Law

35.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

35.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 35.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

35.2 Equality and Diversity

35.2.1 The Supplier shall:

(a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Goods and/or Services) in accordance with:

(i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

(ii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;

(b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

35.2.2 The Supplier shall ensure that all written information produced or used in connection with this Framework Agreement is fully accessible to people with disabilities.

35.2.3 In carrying out work under this Framework Agreement, the Supplier shall take all opportunities to make recommendations that would enable the Authority to prevent discrimination more effectively.

35.3 Official Secrets Act and Finance Act

35.3.1 The Supplier shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

36. ASSIGNMENT AND NOVATION

36.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.

36.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:

- 36.2.1 any Other Contracting Body; or
- 36.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- 36.2.3 any private sector body which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 36.2.

36.3 A change in the legal status of the Authority such that it ceases to be a Contracting Body shall not, subject to Clause 36.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

36.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds the Authority (both "Transferee" in the rest of this Clause) the right of termination of the Authority in Clause 32.4 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 32.4 (Termination on Insolvency)) and to Supplier or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

37. WAIVER AND CUMULATIVE REMEDIES

37.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 45 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

37.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

38. RELATIONSHIP OF THE PARTIES

38.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

39. PREVENTION OF FRAUD AND BRIBERY

39.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:

- 39.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 39.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 39.2 The Supplier shall not during the Framework Period:
- 39.2.1 commit a Prohibited Act; and/or
 - 39.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 39.3 The Supplier shall during the Framework Period:
- 39.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 39.3.2 keep appropriate records of its compliance with its obligations under Clause 39.3.1 and make such records available to the Authority on request;
 - 39.3.3 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 39.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Goods and/or Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
 - 39.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 39.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 39.1, or has reason to believe that it has or any of the Supplier Personnel has:
- 39.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 39.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 39.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or

Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.

- 39.5 If the Supplier makes a notification to the Authority pursuant to Clause 39.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 17 (Records and Audit Access).
- 39.6 If the Supplier breaches Clause 39.1, the Authority may by notice:
- 39.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 39.6.2 immediately terminate this Framework Agreement for material Default.
- 39.7 Any notice served by the Authority under Clause 39.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

40. CONFLICTS OF INTEREST

- 40.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority and Other Contracting Bodies under the provisions of this Framework Agreement or any Call Off Agreement.
- 40.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause 40.1 arises or may reasonably be foreseen as arising.
- 40.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Agreement. The action of the Authority pursuant to this Clause 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

41. SEVERANCE

- 41.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.

41.2 In the event that any deemed deletion under Clause 41.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

41.3 If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 41.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 41.

42. FURTHER ASSURANCES

42.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

43. ENTIRE AGREEMENT

43.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

43.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

43.3 Nothing in this Clause 43 shall exclude any liability in respect of misrepresentations made fraudulently.

44. THIRD PARTY RIGHTS

44.1 The provisions of:

44.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 8 (Guarantee), 15 (Call Off Performance Under Framework Agreement Performance), 17 (Records and Audit Access), 26.5 (Protection of Personal Data), 30 (Insurance), 35.2 (Equality and Diversity) and 44 (Third Party Rights); and

44.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 20 (Tender),

(together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 44.2 Subject to Clause 44.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.
- 44.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Authority may determine.
- 44.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 44.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- 44.5 The Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

45. NOTICES

- 45.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 45, an e-mail is accepted as being "in writing".
- 45.2 Subject to Clause 45.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clause 45.3)	9.00am on the first Working Day after sending	Dispatched as a PDF attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

45.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 45.2:

45.3.1 any Termination Notice under Clause 32 (Authority Termination Rights), including in respect of partial termination;

45.3.2 any notice in respect of:

- (a) Suspension of Supplier's appointment (Clause 33)
- (b) Waiver (Clause 37);
- (c) Default or default of the Authority; and

45.3.3 any Dispute Notice.

45.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 45.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 45.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

45.5 This Clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 18 (Dispute Resolution Procedure)).

45.6 For the purposes of this Clause 45, the address of each Party shall be:

45.6.1 For the Authority:

Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool
L3 9PP

For the attention of: **[REDACTED]**

45.6.2 For the Supplier:

TMR Executive Agency Ltd
Address: Southerly 7, Waterfold Business Park, Bury, BL9 9BR
For the attention of: Dawn Hamilton-Fishwick

45.7 Either Party may change its address for service by serving a notice in accordance with this Clause 45.

45.8 This Clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure)

46. COMPLAINTS HANDLING

- 46.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.
- 46.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
- 46.3 Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution.

47. DISPUTE RESOLUTION

- 47.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure.
- 47.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

48. GOVERNING LAW AND JURISDICTION

- 48.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 48.2 Subject to Clause 47 (Dispute Resolution) and Framework Schedule 18 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed duly authorised for and on behalf of the SUPPLIER

Signature: [REDACTED].....

Name: [REDACTED].....

Position: [REDACTED].....

Date [REDACTED].....

Signed for and on behalf of the AUTHORITY

Signature: [REDACTED].....

Name: [REDACTED].....

Position: [REDACTED].....

Date [REDACTED].....

FINAL VERSION

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its recitals the following expressions shall have the following meanings:

"Additional Goods and/or Services"	means additional goods and/or services which are within the scope of Schedule 2 (Goods and Services and KPIs) and which Contracting Bodies may request from time to time;
"Admin Fees"	means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: https://www.gov.uk/current-crown-commercial-service-suppliers-what-you-need-to-know
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 17 (Records and Audit Access);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Contracting Body who is a party to a Call Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP
"Authority Personal Data"	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier;
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
"Authority's Confidential Information"	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Contracting Bodies, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"Branding"	means the Authority's guidance in relation to the use of

"Guidance"	branding available at https://www.gov.uk/current-crown-commercial-service-suppliers-what-you-need-to-know
"Call Off Agreement"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
"Call Off Guarantee"	means a deed of guarantee in favour of a Contracting Body in the form set out in Framework Schedule 13 (Guarantee) and granted pursuant to Clause 3 of the Template Call Off terms;
"Call Off Guarantor"	means the person acceptable to a Contracting Body to give a Call Off Guarantee;
"Call Off Procedure"	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
"Call Off Terms"	means the terms and conditions in Annex 2 to Framework Schedule 4 (Order Form and Call Off terms);
"CEDR"	means the Centre for Effective Dispute Resolution;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges raised under or in connection with a Call Off Agreement (and if applicable under the Lease Agreement Charges) from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Chinese Wall"	means an information barrier implemented within the

Agreement"	Supplier's organization to prevent exchanges of information that could cause conflicts of interest;
"Commercially Sensitive Information"	means the Supplier's Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: <ul style="list-style-type: none"> a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret;
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Complaint"	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 46 (Complaints Handling);
"Confidential Information"	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Contracting Bodies"	means bodies listed in paragraph VI.3 of the OJEU Notice and " Contracting Body " shall be construed accordingly;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances;

- v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Contracting Bodies under any Call Off Agreements;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers ("Supplier Assets" and "Register" shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Bodies or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;

but excluding:

- i) Overhead;
- ii) financing or similar costs;
- iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Agreements whether in relation to Supplier Assets or otherwise;
- iv) taxation;
- v) fines and penalties;
- vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and
- vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Crown Body"

means any department, office or executive agency of the Crown;

"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Protection Legislation"	means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Data Subject"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority;
"Default Management Charge"	has the meaning given to it in paragraph 6.2 of Framework Schedule 9 (Management Information);
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call Off Agreements for Goods and/or Services set out in Part A of Framework Schedule 6 (Award Criteria);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 16.1(Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Framework Schedule 18 (Dispute Resolution);
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to

	provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Down Stream Access (DSA)"	means mail that has been collected and distributed by a competitor, but is handed over to Royal Mail Centres for final processing onto local delivery offices and final mile delivery;
"DPA"	means the Data Protection Act 1998 as amended from time to time;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement Date;
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Equivalent Goods and/or Services"	means goods and/or services which the Supplier can supply which are the same or similar to the Goods and/or Services;
"Extension Framework Period"	means such period or periods up to a maximum of one year in total as may be specified by the Authority pursuant to Clause 9.2 (Framework Period);
"Financial Distress Event"	means the occurrence or one or more of the events listed in paragraph 3 of Schedule 16 (Financial Distress);
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework"	means the framework arrangements established by the Authority for the provision of the Goods and/or Services to Contracting Bodies by suppliers (including the Supplier) pursuant to the OJEU Notice;
"Framework Agreement"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
"Framework Commencement Date"	means 17/02/2015;
"Framework"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework

Period"	Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure) and for the purposes of Lot 5 ONLY shall also include Lease Agreement Charges;
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Award Criteria"	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	means the goods described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Bodies;
"Goods and/or Services Requirements"	means the requirements of the Authority or any other Contracting Body (as appropriate) for the Goods and/or Services from time to time;
"Government"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government

	departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Hadrian online self-assessment"	means an online self-assessment questionnaire on the Supplier's supply chain. To be provided via the SID4Gov platform (Hadrian) using the following link: http://ccs.cabinetoffice.gov.uk/i-am-buyer/registration-sid4gov
"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006;
"Improvement Plan"	means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 31.1.1 (Authority Remedies);
"Improvement Notice"	means the notice issued by the Authority to the Supplier pursuant to Clause 31.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services;
"Indicia"	means the marks, impressions or other devices to be shown, where required, on each mailing item to be conveyed by the Supplier under this Framework Agreement as specified by the Suppliers User Guide;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Initial Framework Period"	means the period from the Framework Commencement Date until its second anniversary;
"Insolvency Event"	means, in respect of the Supplier or Framework Guarantor (as applicable): <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is

appointed over the whole or any part of its business or assets; or

- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Invitation to Tender" or "ITT"

has the meaning given to it in the recitals to this Framework Agreement;

"IPR Claim"

means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Framework Agreement;

"Key Sub-Contract"

means each Sub-Contract with a Key Sub-Contractor;

"Key Sub-

means any Sub-Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical

Contractors"	role in the provision of all or any part of the Goods and/or Services;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Framework Schedule 1 (Goods and/or Services and Key Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, Postal Services Act 2000 (as amended from time to time), regulation, Universal Service Obligation (USO), order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Lease Agreement"	means a legally binding lease agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Lease Arrangements entered into by the Supplier and a Contracting Body in accordance with the provisions of the Call Off Agreement. Lease Agreement provisions should only apply to Lots 2, 5 and 6. Each Lease Agreement shall be construed by the Supplier using the Order Form and the Lease Agreement terms as set out in Call Off Schedule 15 (Lease Agreement);
"Lease Arrangements"	means the use of the Goods under the Lease Agreement for a specified period in exchange for payment of the Lease Agreement Charges;
"Lease Agreement Charges"	means: <ul style="list-style-type: none"> a) for Lot 5 the Lease Agreement Charges as set out in the Framework Schedule 3 (Framework Prices and Charging Structure); and b) for Lots 2 and 6 Lease Agreement Charges as set out in the Call Off Agreement Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and Schedule 15 (Lease Agreement);
"Legacy Goods and/or Services"	means goods and/or services similar to the New Goods and/or Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services;

"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lot"	means any of the 7 lots specified in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and "Lots" shall be construed accordingly;
"Management Charge"	<p>means the sum payable by the Supplier to the Authority being an amount equal to:</p> <p>a) for Lot 1 – 0.25%;</p> <p>b) Lot 2 – 0.75%;</p> <p>c) Lot 3 – 0.75%;</p> <p>d) Lot 4 – 0.5%;</p> <p>e) Lot 5 – 0.75%;</p> <p>f) Lot 6 – 0.75% and</p> <p>g) Lot 7 – 0.75%</p> <p>of all Charges for the Goods and/or Services invoiced to the Contracting Bodies by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Agreements entered pursuant to this Framework Agreement.</p> <p>For Leased Goods the Management Charge shall be payable at the start of each Lease Agreement, applying the percentage to the total capital value financed (net of VAT).</p> <p>Only Goods and/or Services which are deemed to fall under the Universal Service Obligation as defined in the Postal Services Act 2011 shall be exempt from the Management Charge. For the avoidance of doubt the Management Charge shall apply to ALL Goods and/or Services which fall outside of the USO; Please use the link below to view a list of USO products: http://www.hmrc.gov.uk/manuals/vpostmanual/VPOST9100.htm ;</p>
"Management Information" or "MI"	means the management information specified in Framework Schedule 9 (Management Information);
"MI Default"	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"MI Failure"	<p>means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p> <p>b) is submitted using an incorrect MI reporting Template;</p>

	or
	c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"Minimum Standards of Reliability"	means the minimum standards of reliability as set out in the OJEU Notice
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 9 (Management Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;
"Ministry of Justice Code"	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
"MISO"	means 'Management Information System Online'. An online portal located at https://miso.ccs.cabinetoffice.gov.uk/Pub/Login.aspx?ReturnUrl=%2f provided by the Authority for collection and receipt of Management Information;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Goods and/or Services"	means goods and/or services which a Contracting Body wishes to procure from a third party which are the same or similar to the Goods and/or Services;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"Occasion of Tax Non –Compliance"	means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant

Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;

"Ofcom"	means the postal services regulator responsible for safeguarding affordable postal service to all UK addresses;
"OJEU Notice"	has the meaning given to it in Recital A;
"Order"	means an order for the provision of the Goods and/or Services placed by a Contracting Body with the Supplier under a Call Off Agreement;
"Order Form"	means the form in Annex 1 to Framework Schedule 4 (Order Form and Call Off terms);
"Other Contracting Bodies"	means all Contracting Bodies except the Authority and "Other Contracting Body" shall be construed accordingly;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Party"	means the Authority or the Supplier and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
"Postal Services Act"	means the Postal Services Act 2000 and the Postal Services Act 2011, as amended from time to time;
"Price Control Agreement (USO Price Tariff Review)"	means a regulatory control imposed by Ofcom to ensure affordability of stamped mail. Review of pricing under the Price Control Agreement takes effect in January (access pricing) and April each year. Only Suppliers providing services under USO or via a Postal Services Licence for the provision of DSA; will be subject to this review;
"Postal Services Licence"	means the valid licence that DSA Suppliers must hold, as required by the Postal Service Act 2000 (as amended in June 2011) to carry Goods and/or Services;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Prohibited Act"	means: a) to directly or indirectly offer, promise or give any

	<p>person working for or engaged by a Contracting Body and/or the Authority a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010; or ii) under legislation creating offences concerning Fraud; or iii) at common law concerning Fraud; or iv) committing (or attempting or conspiring to commit) Fraud;
"Regulations"	means the Public Contracts Regulations 2006 (as amended) and/or the Public Contracts (Scotland) Regulations 2012 (as amended) (as the context requires) as amended from time to time;
"Relevant Person"	means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Body or other public body;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"	means a third party bidding to provide New Goods and/or Services;
"Replacement Goods and/or Services"	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Authority from time to time;
"Reporting Date"	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests for Information"	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the

	EIRs;
"Restricted Countries"	shall have the meaning given to it in Clause 26.5.3 (Protection of Personal Data);
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 17 (Records and Audit Access);
"Service Period"	has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as refined by a Contracting Body in a Call Off Agreement between that Contracting Body and the Supplier;
"Services"	means the services described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Bodies;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"Standards"	means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the Statement of Requirements in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); c) any standards detailed by the Contracting Body in the Call Off Agreement following a Further Competition Procedure or agreed between the Parties from time to time; d) any relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	means a statement issued by the Authority or any Other Contracting Body detailing its Goods and/or Services Requirements issued in accordance with the Call Off Procedure and as set out in Framework Schedule 2 (Goods and/or Services);
"Sub-Contract"	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services (or any part thereof) or to provide facilities or services necessary for the provision of the Goods and/or Services (or any part thereof) or necessary for the

	management, direction or control of the provision of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means the third party from the list of sub-contractors in Framework Schedule 7 (Key Sub-Contractors) or any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to this Framework Agreement;
"Supplier"	means the person, firm or company stated in the preamble to this Framework Agreement;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Personnel"	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
"Supplier Profit"	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions))) and total Costs (in nominal cash flow terms) in respect of any Call Off Agreements for the relevant period;
"Supplier Profit Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Agreements and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Tender"	means the tender submitted by the Supplier to the Authority on a copy of which is set out in Framework Schedule 20 (Tender);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;

“Universal Service Obligation” or “USO”	<p>means statutory universal service obligations that require:</p> <ul style="list-style-type: none"> a) at least one delivery of letters every Monday to Saturday to every address in the UK; b) at least one collection of letters every Monday to Saturday from every access point in the UK that is used to receive letters and postal packets for onward transmission Postal services at an affordable, uniform tariff across the UK; c) a registered items service at an affordable public tariff d) an insured items service at an affordable public tariff e) a free-of-charge postal service to blind or partially sighted people; f) free carriage of legislative petitions and addresses; g) postal packets under 20kg in weight;
"Variation"	has the meaning given to it in Clause 18.1.1 (Variation Procedure);
"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 19 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 18.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: GOODS AND/OR SERVICES AND KEY PERFORMANCE INDICATORS

PART A – GOODS AND/OR SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) is to set out the intended scope of the Goods and/or Services that the Supplier will be required to make available to all Contracting Bodies under this Framework Agreement and to provide a description of what the Goods and/or Services entail (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.
- 1.2 The Goods and/or Services and any Standards set out in paragraph 2.1 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Goods and/or Services Requirements for entering a particular Call Off Agreement.

2. STATEMENT OF REQUIREMENTS

CONTENTS:

- A. INTRODUCTION
- B. BACKGROUND
- C. OBJECTIVES OF THE FRAMEWORK AGREEMENT
- D. SPECIFICATION/SERVICE LEVEL REQUIREMENTS
- E. SCOPE
- F. ACCOUNT MANAGEMENT
- G. SUPPORT HOURS
- H. TRAINING
- I. INCIDENT REPORTING
- J. IDENTIFICATION OF REQUIREMENTS
- K. VALUE ADDED SERVICES
- L. ADVICE
- M. ADMINISTRATION
- N. COMMUNICATION / MARKETING
- O. SUSTAINABILITY AND THE ENVIRONMENT: ENVIRONMENTAL ACCREDITATION
- P. MANAGEMENT OF THE CONTRACT
- Q. SAVINGS AND MONITORING
- R. ADDING NEW GOODS AND/OR SERVICES
- S. THIRD PARTY SUB-CONTRACTING
- T. SECURITY AND STANDARDS
- U. SUPPLIER USER GUIDES

THE REQUIREMENT:

1. LOT 1: COLLECTION & DELIVERY

- 1.1. Overview
- 1.2. Authority Requirements
- 1.3. Pilots and Trials

2. LOT 2: HYBRID MAIL – ONSITE SOLUTION

- 2.1. Overview
- 2.2. Authority Requirements
- 2.3. Maintenance, Support and Performance
- 2.4. Financial Services
- 2.5. Proof of Concept Pilots

3. LOT 3: HYBRID MAIL – OFFSITE SOLUTION

- 3.1. Overview
- 3.2. Authority Requirements
- 3.3. Maintenance, Support And Performance
- 3.4. Financial Services
- 3.5. Proof of Concept Pilots

4. LOT 4: INTERNATIONAL MAIL SERVICE

- 4.1. Overview
- 4.2. Authority Requirements
- 4.3. Proof of Concept Pilots

5. LOT 5: FRANKING MACHINES AND MAILROOM EQUIPMENT

- 5.1. Overview
- 5.2. Authority Requirements
- 5.3. Maintenance, Support And Performance
- 5.4. Financial Services
- 5.5. Proof of Concept Pilots

6. LOT 6: ON SITE INBOUND MAIL SOLUTION *(including On Site Digital Enablement Software Solutions)*

- 6.1. Overview
- 6.2. Authority Requirements
- 6.3. Software
- 6.4. Maintenance, Support And Performance
- 6.5. Financial Services
- 6.6. Proof Of Concept Pilots

7. LOT 7: OFF SITE DIGITAL INBOUND MAIL SOLUTION

- 7.1. Overview
- 7.2. Authority Requirements
- 7.3. Software
- 7.4. Maintenance, Support And Performance
- 7.5. Financial Services
- 7.6. Proof Of Concept Pilots

SUMMARY

APPENDIX A: New Goods and/or Services Introduction Procedure

A. INTRODUCTION

A.1 Throughout this Specification of Requirement the following expressions shall have the following meanings:

Application programming interface (API)	means how software components should interact with each other. API is a set of routines, protocols, and tools for building software applications.
‘Co-Mingling’	means where data or information are mixed together to create one.
‘Down Stream Access (DSA) (DSA)’	means a mail item that has been collected and distributed by a competitor, but is handed over to Royal Mail mail centres for final processing onto local delivery offices and final mile delivery.
‘ESPO’	means Eastern Shires Purchasing Organisation
‘European Union (EU)’	means a country which is part of the European Union (EU).
‘Franking Machine’	means a mechanical device used to create and apply physical evidence of postage to mail items. The mechanical device imprints an amount of postage, functioning as a postage stamp and a dated postmark all in one. The printed stamp serves as proof of payment and eliminates the need for adhesive stamps
‘Government Buying Standards’	means product specifications enabling public authorities to develop tenders which procure sustainably.
‘Hybrid Mail Solution’	means mail that is delivered using a combination of electronic and physical delivery. Usually it involves digital data being transformed into physical letter items at distributed print centres located as close as possible to the final delivery addresses.
‘ITIL Compliant’	means Information Technology Infrastructure Library.
‘Mail Items’	means a letter, large letter or a packet.
‘Mailing Profile’	means the agreed parameters of mailing items to be collected and conveyed under this Framework Agreement, as agreed by the Authority and/or Contracting Bodies and the Supplier
‘non-European Union (non-EU)’	means a country still considered to be located in Europe but one which is not currently part of the 28 member states that make up the European Union (EU)
‘OEM’	means Original Equipment Manufacturer
‘On Site Digital Enablement Software Solutions’	means software which is installed at the Contracting Body site which is compatible with their existing IT infrastructure and equipment that enables them to scan mail pieces and distribute electronically around the organisation.
‘On Site Inbound Mail Solutions’	means solutions or services for dealing with mail addressed to the Contracting Body. Mail items are delivered to an agreed Contracting Body location for either physical delivery around the Contracting Body premises or scanned and distributed using a software solution.
‘Overseas Postal Authority’	means the designated postal operator of a particular country, normally the public postal service provider.
‘Proof of Concept (POC)’	means a realization of a certain method or idea to demonstrate its feasibility, or a demonstration in principle, whose purpose is to verify that some concept or theory has the potential of being used.
‘Rest of the World (RoW)’	means all other Countries that are not located in Europe and are not part of the European Union.
‘RoHS Regulations’	means the Restriction on Hazardous Substances Directive 2011/65/EU, as implemented by the Restriction of the Use of Certain Hazardous

	Substances in Electrical and Electronic Equipment Regulations 2012 (SI 2012 no 3032)
‘Secure Mail’	means an item of mail that requires proof of delivery, a signature on delivery or has a value attached which requires it to be covered by a level of compensation for loss/damage.
‘Service Desk’	means a facility used by the Supplier to manage all Contracting Body contact through a variety of media such as telephone, fax, letter, e-mail and online live chat. One of the primary functions of the service desk is to answer technical questions from Contracting Bodies and assist them using their equipment, service or software.
‘Service Wraps’	means a set of non-core services which are bundled with a core service to form a complete package of services that are sold
‘Sorted Mail’	means mail which has undergone a level of sortation. This could be sortation which separates the class of mail or alternatively the size of the item. Sortation could also include to postcode.
‘Unaddressed Mail Items’	means an item of mail which does not bear an address. Unaddressed items of mail are delivered to all premises and/or households within an agreed radius or area.
‘Unsorted Mail’	means mail that has not undergone any form of sortation.
‘Up Time’	means a % of time that all primary functions are running simultaneously out of the supported hours per quarter. As a minimum, the Authority requires 97% Up Time. For example, with 62 days in a quarter at 8.5 hours per day, all primary functions are required to be available for over 511 hours out of 527 hours covered.
‘User Guide’	means a technical communication document intended to give assistance to people using a particular system, good or service.
‘WEEE Regulations’	means the Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013 no 3113)
‘YPO’	means Yorkshire Purchasing Organisation

- A.2 The convergence in the technologies of the mail market, aided by digital technology, provides new opportunities for process improvements and cost efficiencies in relation to postal goods and/or services. The Authority requires technically competent Suppliers to deliver the new Postal Goods and Services Framework Agreement to enable Contracting Bodies to have access to requirements for digital solutions, web-based solutions, electronic solutions as well as physical mail.
- A.3 There is still a requirement for physical mail solutions, however, the Authority sees the balance shifting from the delivery and production of physical mail items to the digital management of correspondence, which will be the balanced deployment of software, connectivity solutions and other e-solutions with a further capability, in some areas, of offering enhanced services
- A.4 The new Postal Goods and Services Framework Agreement will be enabled for use by all public sector Contracting Bodies in England, Northern Ireland, Wales, Scotland and the Highlands and Islands
- A.5 The Supplier shall deliver best value goods and/or services and continuous improvement in cost savings and efficiency gains across the life of the new Framework Agreement.
- A.6 The use of approved third parties involved in the delivery of a Contracting Body's requirement is permitted. However, it is expected that the Supplier will manage, control and maintain all Contracting Body facing activities.
- A.7 The Supplier shall integrate sustainability and environmental considerations into the delivery of the goods and/or services in accordance with UK Government policy.
- A.8 In putting this Framework Agreement in place, the Authority is seeking to drive standardisation.
- A.9 The Authority also wishes to enable new technologies in the market and support the drive to 'Digital by Default' which will significantly reduce the volume of paper received by Contracting Body organisations, although it is recognised that for many Contracting Bodies paper will never entirely disappear.

B. BACKGROUND

- B.1 The new Framework Agreement will replace the existing Authority's framework agreement (Reference RM782) which commenced on the 9th August 2010 and is due to expire on 8th August 2014.
- B.2 The new Framework Agreement will be awarded for a period of 3 years with the option to extend for a further 12 months, subject to the satisfactory performance of the framework Suppliers.
- B.3 In putting this Framework Agreement in place, the Authority has partnered with YPO and ESPO.

- B.4 As a result of this partnership working with YPO and ESPO, it has been agreed that the YPO/ESPO framework agreement for franking machines and mail room equipment will not be re-let and that YPO and ESPO will work with the Authority to actively promote the new Framework Agreement and on-board Contracting Bodies.
- B.5 The Authority will award a multi-Lot Postal Goods and Services Framework Agreement and it is anticipated that there will be multiple Suppliers capable of servicing each of the framework Lots, offering a wide ranging portfolio of goods and/or services across the required scope. Successful suppliers will also be expected to provide value and drive innovation and continuous improvement throughout the life of the Framework Agreement and any subsequent Call Off Agreements which may be awarded by the Contracting Bodies from time to time.

C. OBJECTIVES OF THE FRAMEWORK AGREEMENT

- C.1 The overall need of the Authority in setting up this Framework Agreement is to ensure that Contracting Bodies can manage their postal output across each organisation in ways that:
- C.1.1 increase the Contracting Body organisation's efficiency in all mail output areas
 - C.1.2 promote the use of 'best practice' in the mail output area.
 - C.1.3 reduce the Contracting Body organisation's costs and process cycle times.
 - C.1.4 drive maximum savings into mail output areas.
 - C.1.5 reduce the Contracting Body organisation's impact on the environment.
- C.2 The Supplier shall ensure full visibility of the supply chain as a minimum these should be:
- C.2.1 use of Sub-contractors
 - C.2.2 attribution of cost
- C.3 The Supplier should be aware that the Authority will publish successful Suppliers' Tender responses, to potential and existing Contracting Bodies following award of the Framework Agreement.
- C.4 A key driver behind this Framework Agreement is the reduction of costs associated with the supply of goods, services and associated solutions. Developments in the postal services market means that there are now several options for organisations with all sizes of mail profile. The challenge for Suppliers is to ensure the competitiveness of their goods and /or services not only in comparison with other providers but with other technologies and services available.
- C.5 The Authority is keen to work with Suppliers who will deliver large savings to the public sector by offering the most cost effective solutions to Contracting Body mail requirements. It is seeking the lowest cost, most technically competent Supplier who can enable effective and balanced mail output management across Contracting Bodies.

- C.6 Critical to the success of the Framework Agreement are:
- C.6.1 Joint and partnered strategies that clearly deliver on cost saving targets
 - C.6.2 Appropriate goods and /or services that achieve efficiencies
 - C.6.3 Compliance with standards, security and confidentiality requirements
 - C.6.4 Excellent Management Information that delivers an immediate and clear picture of progress.
 - C.6.5 Outstanding Contracting Body service, determined by what the Contracting Body needs, not by what the Supplier has to sell
 - C.6.6 Relationships that identify and focus on the priorities that delivers excellence in public service and value.
 - C.6.7 Proactive strategies that analyse and report potential areas for increased efficiency and sustainability
 - C.6.8 Strategies that facilitate business transformation in order to produce and reduce overall costs in the mail environment

D. SPECIFICATION/SERVICE LEVEL REQUIREMENTS

- D.1 The goods and/or service requirements are detailed under the requirements section of this document. The Supplier shall comply with the Service Levels throughout the framework period and any subsequent Call Off Agreements.
- D.2 There are specific Management Information requirements that will be provided free of extra charges.
- D.3 From time to time the Supplier will be required to work with the Contracting Body to provide the goods and/or services for a trial/pilot period. Any assistance/consultancy provided by the Supplier to the Contracting Body in implementing such a period will be provided on a free of charge basis.

E. SCOPE

- E.1 The scope of the entire Framework Agreement will be broken down into Lots as follows:
 - E.1.1 Lot 1: - Collection and Delivery
 - E.1.2 Lot 2: - Hybrid Mail Onsite Solutions
 - E.1.3 Lot 3: - Hybrid Mail Offsite Solutions
 - E.1.4 Lot 4: - International Mail Services
 - E.1.5 Lot 5: - Franking Machines and Mailroom Equipment (including Associated Services and Consumables)
 - E.1.6 Lot 6: On Site Inbound Mail Solution (Including On Site Digital Enablement Software Solutions)
 - E.1.7 Lot 7: Off Site Digital Inbound Mail Solution

F. ACCOUNT MANAGEMENT

- F.1 The Supplier shall provide an appropriate level of account management to Contracting Bodies and the Authority, which shall include but not be limited to:
 - F.1.1 Sales and marketing;
 - F.1.2 Contract management and governance;
 - F.1.3 Implementation activity and planning;
 - F.1.4 Industry Best Practice;
 - F.1.5 Complaint and escalation procedures; and
 - F.1.6 Opportunities for continuous improvement and innovation

G. SUPPORT HOURS

- G.1 At a minimum, support hours will cover 09.00 to 17.30 Monday to Friday, excluding bank holidays. The Supplier shall provide the following support to the Contracting Bodies:
 - G.1.1 log support calls with a help desk by email, by phone or customer service portal.
 - G.1.2 log calls through automated email service alerts direct from each networked the goods where this is specifically authorised and facilitated by the Contracting Body.
 - G.1.3 receive telephone support for all services.
 - G.1.4 receive remote support via the network where this is specifically authorised and facilitated by the Contracting Body.
- G.2 Extended Service Hours
 - G.2.1 There may be Contracting Body requirements for extended service hours, be that for weekends, bank holidays, 7x24, 5x24 or other additional hours. These requirements will be agreed between the Contracting Body and the Supplier at the time of further competition under the Framework Agreement and it is accepted that such a requirement may be met at an additional cost.

H. TRAINING

- H.1 The Supplier will be required to offer training to Contracting Bodies to ensure that they are competent in the Supplier solutions. It will be agreed between the Supplier and Contracting Body what degree of training is required at the time of further competition under this Framework Agreement.
- H.2 Goods and services training is required on-site.
- H.3 Refresher training is required on-site for all new Contracting Body staff, where goods and services are new.
- H.4 From time to time broader training may be required on-site by the Contracting Body. It may be topic rather than goods and /or services based, e.g. managing mail output, driving standardisation etc.

I. INCIDENT REPORTING

- I.1 As soon as the Supplier becomes aware, it shall immediately report any incident affecting the delivery of the Service(s) to the Contracting Body. The Supplier will undertake an immediate investigation and will provide feedback in writing on findings, including corrective actions required and trends observed, to the Contracting Body within 24 hours of the incident being reported by telephone/e-mail.
- I.2 Serious incidents can be categorised as but not limited to:
 - I.2.1 Mail items that cannot be traced following despatch;
 - I.2.2 Any tracked item that has been delivered incorrectly;
 - I.2.3 Any items that are found in public places;
 - I.2.4 Any failed collections from the Contracting Body site;
 - I.2.5 Any items that have been stolen whilst in the Suppliers' possession;
 - I.2.6 Any breach of security which may affect the security of data supplied by the Contracting Body to the Supplier;
 - I.2.7 Failure to deliver the required Services

This list is indicative only and the Contracting Body may provide for further categories of serious incidents at the call-off level.

- I.3 The Supplier shall, in the event of a serious incident, provide from within Supplier's senior management, a single point of contact person within 1 hour of notification.
- I.4 It shall be the responsibility of the contact person to pursue the investigation and mitigation of the incident to the satisfaction of the Contracting Body and shall be required to provide progress updates to the Contracting Body on request.
- I.5 In addition to the above notification requirements, the Supplier shall have in place an effective and efficient incident handling procedure for dealing with security breaches in the provision of Service(s) to the Contracting Body and these should be agreed by the Contracting Body and Supplier in advance. As a minimum it must include but not be limited to:
 - I.5.1 Early identification of any loss of data;
 - I.5.2 Early notification to Contracting Body on any security breaches;
 - I.5.3 Set procedures in place to conduct thorough premises searches;
 - I.5.4 Ability to provide immediate feedback on investigations to Contracting Body contacts that may be requested at any time from the notification;
 - I.5.5 Internal escalation procedures in place to notify senior contract managers and security managers;
 - I.5.6 Ability within workforce planning to provide on-site management and assistance to ascertain the causes of the security breach and implement any immediate remedial actions in mitigation;
 - I.5.7 Final reporting writing procedures in agreement with the Contracting Body;
 - I.5.8 Full co-operation with any requests for written reports and information pertaining to security incidents that may be requested by the Information Commissioner

J. IDENTIFICATION OF REQUIREMENTS

- J.1 It is critical that the Supplier can provide objective and professional advice to Contracting Bodies
- J.2 All advice provided to the Contracting Bodies shall be accurate and designed to drive value and efficiencies for the Contracting Bodies.
 - J.2.1 Suppliers will be required to liaise with the Contracting Body's IT management teams to confirm the suitability of their network requirements and operational software being proposed, where required.
 - J.2.2 Suppliers will confirm with the Contracting Body's IT management teams the implications and approach to asset tagging and asset identification where appropriate to the solution.
 - J.2.3 Suppliers will confirm with the Contracting Body's IT management teams that sufficient server space is available to accommodate the proposed solution, where appropriate.
 - J.2.4 All survey and connectivity reports are to be agreed and signed by both parties to the Call Off Agreement.
 - J.2.5 Suppliers shall ensure full visibility of the supply chain as a minimum these should be:
 - J.2.5.1 Use of subcontractors
 - J.2.5.2 Attribution of cost

K. VALUE ADDED SERVICE

- K.1 The Supplier shall work with the Contracting Bodies to implement a strategic approach to the management of mail costs within their own organisation.
- K.2 The Authority considers an approach that incorporates value added services as a viable vehicle for the delivery of significant cost savings to the Contracting Bodies.
- K.3 The Supplier shall work with each individual Contracting Body, where required, to develop a solution which takes advantage of the following principles:
 - K.3.1 Cost Savings – The Supplier shall deliver significant cost savings to the Contracting Bodies in the elimination of unnecessary or duplicated effort and by assisting in keeping all administration costs to a minimum, consistent with providing service excellence and assuring quality.
 - K.3.2 Savings – The Supplier shall deliver significant cashable savings. These savings can be delivered by removing unnecessary administrative tasks and/or the installation of an efficient solution.
 - K.3.3 Service Improvement – The Supplier shall deliver service improvement. By placing emphasis on process improvements, using ISO 9000 approved "best of breed" systems or equivalent, the Supplier must show a significant improvement in response times all the way through the production cycle by using tools such as on-line capabilities.

K.3.4 Quality Improvement – The Supplier shall deliver quality improvement. The Supplier shall have a dedicated quality department, with highly experienced senior managers that shall work closely with its Contracting Bodies/partners in order to ensure consistent high and guaranteed quality using continuous improvement methods.

K.3.5 Environmental and Sustainability benefits – The Supplier shall set out current and forth coming initiatives in this area especially in line with Government Buying Standards

K.4 All of the above is expected to be delivered without any loss of control or security to the Contracting Bodies.

K.5 The Supplier shall identify areas open to improvement, report and regularly update the Contracting Bodies on all areas.

L. ADVICE

L.1 Advice is required for each goods and /or services provided – that it is appropriate for the immediate requirement and fits within a sound strategic direction for the Contracting Body, in support of effective management of mail output.

L.2 The Supplier is accountable to both the Contracting Body and the Authority for the quality of the Supplier's advice.

L.3 Advice provided by the Supplier must, where appropriate, consider the Contracting Bodies existing mail processes and organisational infrastructure and consider how to deal with existing legacy goods and /or services and processes effectively.

M. ADMINISTRATION

M.1 The Authority requires the Supplier to ensure effective, efficient and flexible administration of all the goods and /or services that a Contracting Body agrees with the Supplier. The Framework Agreement terms and conditions will act as the master agreement for the instigation of individual Call Off Agreements for goods and /or services required by the Contracting Bodies.

M.2 Ordering Procedure

M.2.1 The ordering process will comply with Schedule 5 (Call Off Procedure) of the Framework Agreement;

M.2.2 An official order raised and authorised under Framework Agreement RM1063 as a Call Off Agreement by the Contracting Body will be sufficient to order goods and /or services provided under the Framework Agreement.

M.2.3 Orders will be accepted by post, fax, email, and portal or by any other agreed means including the use of e-procurement market places specific to each Contracting Body.

M.2.4 No minimum order value will be levied against orders.

M.3 Customer Service

- M.3.1 The Contracting Body and the Supplier shall ensure that one principal relationship manager, a Contracting Body employee, is identified by the Contracting Body within each regional/local Contracting Body. The Supplier shall ensure that this key Contracting Body contact is kept fully informed about the Supplier's performance, its proposed activity and outstanding issues at all times. Any changes to this or these individual(s) must be clearly communicated to the other party.
- M.3.2 The Supplier shall always inform the Contracting Body's principal relationship manager before making visits to site, especially when requirements may be under review with end users.
- M.3.3 Contracting Body's may raise issues, queries and requirements by phone, fax, email or letter or by any other agreed means.

N. COMMUNICATION / MARKETING

- N.1 Suppliers must be aware that due to the geographical nature of this framework, documents produced by Suppliers as a result of the framework award e.g. catalogues etc. may be required to be produced in a number of formats so that they are accessible to all, i.e. bi-lingually or large print
- N.2 The emphasis of the Supplier's marketing effort must be on savings to be made through mail output management, together with operational efficiencies, rather than its own goods and /or services as an end in themselves.
- N.3 The Supplier upon request shall produce case studies of Contracting Bodies that have achieved savings through mail output management.
- N.4 The Supplier shall highlight sustainability and environmental advantages and issues wherever it promotes awareness of and improvement in either area.
- N.5 All marketing materials must be approved in writing by the Authority before use.

O. SUSTAINABILITY AND THE ENVIRONMENT: ENVIRONMENTAL ACCREDITATION

- O.1 All Central and Civil Government Departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/> or their replacement / successor.
- O.2 This includes a commitment to ensure government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain.
- O.3 The Authority requires that the Supplier consider, and address proportionately, the relevance of sustainability to the Opportunity. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.

- O.4 The Authority and the Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support. On award the Suppliers shall obtain and hold, for the duration of the Contract, ISO14001, EMAS or a nationally recognised equivalent for the scope of the Services awarded.
- O.5 All electric and electronic equipment (EEE) provided in association with the delivery of the Service, where within the scope of the RoHS Regulations and the WEEE Regulations, will comply with the relevant requirements of those Regulations; including, as appropriate, Producer Compliance Scheme registration.
- O.6 The Supplier must take steps to encourage the reuse of any WEEE generated in the delivery of the Service, as promoted by the WEEE Directive; including consideration of the application of PAS 141:2011 Reuse of used and waste electrical and electronic equipment (UEEE and WEEE).
- O.7 Services Impact
 - O.7.1 Services shall be provided and managed by the Supplier in ways that minimise their impact on the environment.
- O.8 The Public Services (Social Value) Act 2012 requires Contracting Bodies to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call Off Stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call Off Agreement.

P. MANAGEMENT OF THE CONTRACT

- P.1 Whilst the Authority recognises and accepts that the use of approved third parties may be involved in the delivery of a Contracting Body's requirement, it is expected that the framework Supplier shall manage, control and maintain all Contracting Body facing activity.
- P.2 The quality of Management Information provided by the Supplier is critical to the success of the Framework Agreement. Management Information must be systematic, responsive and thorough. Management Information must be timely, accurately and presented in the required format.
- P.3 Management Information with the Authority:
 - P.3.1 The Supplier shall appoint a contract manager for the Authority to ensure that all the requirements of the Framework Agreement are met or exceeded. The contract manager will be familiar with all aspects of the Framework Agreement and suitably experienced in the role. The Supplier will have a fall-back position as a result of annual leave or any other (un)planned absence.
 - P.3.2 Where service or performance by the Supplier falls below the required Service Levels then the contract manager shall ensure appropriate extra resources are committed promptly at no extra cost to the Contracting Body.

P.3.3 The Supplier shall continuously monitor all requirements of the Framework Agreement and will present to the Authority a full analysis of its performance, sales, issues and proposed plans every calendar quarter.

P.4 Management Information:

P.4.1 The Authority draws attention to its requirements for prompt and accurate completion of the electronically generated monthly MI as explained at Schedule 9 of the Framework Agreement.

P.4.2 The Management Information requirements of the Authority and of Contracting Body's will develop through the lifetime of the Framework Agreement. The Supplier shall cooperatively meet those developing needs promptly and at no extra cost.

Q. SAVINGS AND MONITORING

Q.1 The Supplier shall work with the Authority and the Contracting Bodies in order to develop realistic requirements relating to their ability to continually measure report on data/ Management Information.

Q.2 The Supplier shall work with the Authority to reduce cost and waste from the postal service solutions available to the Contracting Bodies.

Q.3 The Supplier shall work with the Authority to identify and promote savings, best value and efficiencies by reporting and promoting best practice.

Q.4 Monitoring

Q.4.1 This Framework Agreement makes provision for the monitoring of the performance of Suppliers for each Call Off Agreement awarded under the Framework Agreement.

Q.5 The Authority will monitor and manage:

Q.5.1 All Framework Agreement related issues.

Q.5.2 Hold formal and regular reviews with Contracting Bodies and Suppliers to ascertain the opinions of both parties on how the Call Off Agreement is operating.

Q.5.3 Poor performance by a Supplier(s) will initiate action by the Authority to resolve the problems. Persistent poor performance may lead to a Supplier's removal from this Framework Agreement.

Q.5.4 The updating of the Authority's on-line system(s)

Q.5.5 Collating information on the total contract performance against each Supplier

Q.5.6 Legacy Suppliers – The Authority will continue to monitor the performance of those Suppliers awarded contracts under previous postal services framework agreements and will manage performance issues on behalf of Contracting Bodies.

R. ADDING NEW GOODS AND /OR SERVICES

- R.1 Suppliers should note that within the new goods and/or services introduction procedure (see Appendix A), the Authority expects goods and /or services that the Supplier wishes to introduce to the Framework Agreement to have improved environmental performance relative to the good and/or services being replaced (directly or otherwise). The new goods and/or services should meet relevant Government Buying Standards, and relevant standards under Article 6 of the EED, valid at the time that any new good and/or service is introduced.

S. THIRD PARTY SUB-CONTRACTING

- S.1 The Authority accepts that the utilisation of 3rd party partners is necessary in some cases in the delivery of a Contracting Body's requirement. The Supplier shall ensure that any 3rd party partner does not directly contact the Contracting Body. The Supplier shall be responsible for managing relationships with the Contracting Bodies in all cases.
- S.2 Should the Supplier wish to utilise 3rd party providers in the delivery of the goods and/or services offered as part of its solution under this Framework Agreement it shall comply with Clause 24 (Supply Chain Rights and Protection) of the Framework Agreement and Schedule 7 (Key Sub-Contractors).

T. STANDARDS AND SECURITY

- T.1 There will be varying emphasis among the Contracting Bodies requirements in respect of standards and security. The Supplier shall ensure that all goods and /or services meet the specific requirements of each Contracting Body and that they are able to meet the specific requirements of each Contracting Body's technical infrastructure.
- T.2 The Supplier shall ensure that the security criterion required for any 'local' Contracting Body e.g. common criterion (ISO 27001 or equivalent) are met and/or exceeded in the delivery of its contract awarded via this framework.
- T.3 The Supplier shall ensure that any Supplier Personnel, engineers and/or technicians must be able to meet any security criteria as laid down by the Contracting Body e.g. Disclosure and Barring Service Checks (DBS); (formally Criminal Records Bureau (CRB)).
- T.4 Where required by the Contracting Body the Supplier shall ensure that all Supplier Personnel shall be vetted, instructed and trained by the Supplier to ensure that Contracting Body's security, safety and confidentiality requirements are met in full by the Supplier's Personnel at all times.
- T.5 As an indication, requirements in this area are likely to include, but not be limited to:

- T.5.1 Network login security
- T.5.2 Print security
- T.5.3 Fax security when network connected.
- T.5.4 Scan to email and use of central directory services for email addresses.
- T.5.5 Protection of data on the hard disk (encryption, over-write, end of life etc.)

U. SUPPLIER USER GUIDES

- U.1 The Supplier shall to develop a User Guide for each Contracting Body Call Off Agreement.
- U.2 User Guides shall provide detailed instructions pertaining to the operation of the Goods and/or the Service(s) and may include, but shall not be limited to, to any or all of the following subject areas:
 - U.2.1 Overview organisation and of the services
 - U.2.2 Contract manager details
 - U.2.3 Guidance on correct use of services available
 - U.2.4 Guidance on correct use of consumables
 - U.2.5 Helpdesk and or local depot contact numbers
 - U.2.6 Security
 - U.2.7 Customer obligations
 - U.2.8 Incident escalation procedures and procedures for complaints handling
 - U.2.9 Addressing standards and the Supplier's mail indicia;
 - U.2.10 Forecasting requirements
 - U.2.11 Down Stream Access (DSA) (DSA) requirements
 - U.2.12 Mail piece accreditation for mailsort discounts
 - U.2.13 Cost of change tools
 - U.2.14 Mail preparation, sortation and presentation
 - U.2.15 Mail verification and revenue protection
 - U.2.16 Return addresses and undeliverable mail
 - U.2.17 Value added services
 - U.2.18 Detailed customer obligations
 - U.2.19 Details of support provision provided by Supplier, including telephone numbers and email addresses
- U.3 Each User Guide shall include a glossary of terms.
- U.4 User Guides shall be provided on a free of charge basis and shall be produced electronically in an MS readable format.
- U.5 User Guides shall be reviewed and updated as appropriate to reflect changes in routine operational practice. Any changes must be agreed in advance and in writing with the Contracting Body, such agreement not to be unreasonably withheld.

THE REQUIREMENT:

1. LOT 1 COLLECTION AND DELIVERY

1.1. OVERVIEW

- 1.1.1. The Authority requires the provision of a mail collection and delivery service within the UK. The Supplier shall be able to collect mail items from and make deliveries to any postal address within the UK including Scotland, Highlands and Islands.
- 1.1.2. Mail Items, for the purpose of this Framework Agreement are deemed to be items that conform to the following dimensions:

	Max Weight	Max Length	Max Width	Max Thickness
Letter	100g	240mm	165mm	5mm
Large Letter	750g	353mm	250mm	25mm
Packet/Small Parcel	2kg	450mm	350mm	80mm

- 1.1.3. On occasions, Contracting Bodies may have a requirement to deliver Mail Items which are not deemed to be a conventional shape, such as rolled or cylinder shaped items, this will be specified by the Contracting Body within the Mailing Profile and agreed in the Call Off Agreement.
- 1.1.4. For the avoidance of doubt, any items over 2kg's will be deemed as a parcel and will be within the scope of the Authority's Courier Framework Agreement (RM1006).

1.2. THE AUTHORITY'S REQUIREMENTS

The Supplier shall provide a mail solution to fulfil the following Contracting Body mailing requirements, as a minimum these should be:

Bulk Mail Items

- 1.2.1. Planned, pre - sorted bulk mailings of 1000 items or more, per collection
- 1.2.2. Planned, un-sorted bulk mailings of 1000 items or more, per collection
- 1.2.3. Ad-hoc pre-sorted, bulk mailings of 1000 items or more, per collection
- 1.2.4. Ad-hoc unsorted, bulk mail items of 1000 items or more, per collection

Standard Mailings

- 1.2.5. Mailings may be pre-sorted, unsorted, planned or on an ad-hoc basis.
- 1.2.6. Mailings could be of typed address face or hand-written.
- 1.2.7. Mailings could be a mixture of envelope sizes i.e. DL, C5 and A4 etc.

Sorted and Unsorted Mail Items

- 1.2.8. Contracting Bodies may or may not be able to sort their outgoing mail into “delivery locations” prior to hand over of the Mail Items. Where the Contracting Body has undertaken this task the Mail Items shall be defined as Sorted Mail and where they have not been able to, the Mail Items will be defined as Unsorted Mail.

Unaddressed Mail Items (Door To Door)

- 1.2.9. The Authority requires that the Supplier has the ability to collect and deliver Unaddressed Mail Items through individual letter boxes. The Unaddressed Mail Items may include but are not limited to community news letters, flyers or any other mail piece that a Contracting Body requires to be delivered to every address within a postcode area, as specified in advance within an agreed mail profile. Such items will not bear an address.
- 1.2.10. Unaddressed Mail Items may comprise of a variety of sizes from A4 to postcard size
- 1.2.11. Unaddressed Mail Items may be wrapped or packaged using a variety of materials, including but not limited to:
 - 1.2.11.1. Poly-wrap
 - 1.2.11.2. Envelopes
 - 1.2.11.3. Shrink wrap

Secured Mail Items (Contracting Body Receipted Mail)

- 1.2.12. The Authority requires a delivery service where the Supplier can evidence the delivery of such items. This ‘premium’ service may be used where a Contracting Body requires an item to be delivered at a specified time or within a specified time window or;
 - 1.2.12.1. Where the Contracting Body requires the item to be tracked through the mailing network; or
 - 1.2.12.2. Where the Contracting Body requires confirmation or proof of delivery (POD)
- 1.2.13. The Contracting Body shall determine the type of proof of delivery that is required to fulfil a specific requirement. This may include, but is not limited to:

- 1.2.13.1. Delivery, no signature required.
- 1.2.13.2. Delivery with signature required.
- 1.2.13.3. Photograph of door to which the item was delivered.

Collection Times

- 1.2.14. The Supplier shall work with the Contracting Body to offer a mutually acceptable collection time in relation to the collection of Mailing Items from Contracting Body premises.
- 1.2.15. Such collection times shall ensure that delivery timescales for Mailing Items, as specified in paragraph 1.2.19 can be achieved.
- 1.2.16. The collection of Mail Items from the Contracting Body premises shall be made on a free of charge basis.
- 1.2.17. The Authority accepts that on occasions, the Contracting Body may request an urgent, un-scheduled collection. The Authority acknowledges that such collections may attract a fee; however the Authority expects the Supplier to make every effort to keep such a charge to an absolute minimum.

Undelivered Mail Items

- 1.2.18. The Supplier shall have a robust process for dealing with Mail Items which have not been delivered successfully (i.e. 'Gone Away Items' or incorrectly addressed items).

Delivery Timescales

- 1.2.19. The Supplier shall provide the Contracting Body with a range of delivery options, as a minimum these should be:
 - 1.2.19.1. Premium Delivery – 1 (next day) -2 days
 - 1.2.19.2. Standard Delivery - 2-4 days
 - 1.2.19.3. Economy Delivery - 5-7 days

Bespoke Requirements

- 1.2.20. The Supplier shall offer a range of bespoke services to the Contracting Body, as a minimum these should be;
 - 1.2.20.1. Spraying the appropriate mailing indicia on to items
 - 1.2.20.2. Spraying a return address on to mail items
 - 1.2.20.3. Spraying a Contracting Body barcode on to the mail item

Mail Integrity

- 1.2.21. The Supplier shall ensure the physical security of all Mail Items collected from each Contracting Body from time of collection to time of delivery to the customer address or, in the case of Down Stream Access (DSA), to the Royal Mail access point.

Mail Inspection

- 1.2.22. The Supplier shall have reasonable rights of access to open mailing bags and inspect Mailing Items (but not their contents) in order to verify compliance with the requirements of the service.
- 1.2.23. Envelopes shall remain unopened.

Track and Trace Facility

- 1.2.24. The Supplier shall provide the Contracting Body with an online and /or telephone facility to enable the tracking of mailings at individual bag/tray level, from time of collection from the Contracting Body to the point of delivery to the Supplier's delivery office/depot. Such facilities shall be provided to the Contracting Body on a free of charge basis.
- 1.2.25. The Supplier shall provide the Contracting Body with an online and /or telephone facility to enable the tracking of Secure Mail items at an individual mail piece level, from time of collection from the Contracting Body to the point of delivery to the addressee. A telephone helpdesk should be made available by the Supplier to the Contracting Body, so that queries in relation to the delivery of Secure Mail items can be raised and escalated. Such facilities shall be provided to the Contracting Body on a free of charge basis.

Provision of Consumables and Equipment

- 1.2.26. The Supplier shall provide a Contracting Body with the use of the property and materials necessary for the Supplier to undertake the service obligations in the most efficient and cost effective manner. Such property and materials may include as a minimum:
 - 1.2.26.1. The necessary software (including installation, training and de-commissioning) to enable the Contracting Body to interface directly with suitable approved software e.g. Royal Mail Mailsort software or equivalent
 - 1.2.26.2. Label printer (including associated cables, power supply unit, installation and decommissioning)
 - 1.2.26.3. Printer consumables
 - 1.2.26.4. Labels
 - 1.2.26.5. Mail bags/trays
 - 1.2.26.6. Bag ties
 - 1.2.26.7. Manifest templates
 - 1.2.26.8. Mail cages

Support, Training and Performance

- 1.2.27. The Supplier shall provide a comprehensive support service
- 1.2.28. The Service must include as a minimum:
 - 1.2.28.1. Goods and Services training
 - 1.2.28.2. Mail presentation training
 - 1.2.28.3. User Guides

Third Party Sub-Contracting – Down Stream Access (DSA)

- 1.2.29. The Authority accepts that Down Stream Access (DSA) may be a solution offered by Suppliers under this Framework Agreement. Where this is the case, the Supplier should be in possession of an access agreement with Royal Mail and if required to, be prepared to provide the Authority with evidence of this agreement. The Supplier shall convey and deliver to the relevant Royal Mail access point all mailing items collected by Supplier from the Contracting Body.
- 1.2.30. The Authority acknowledges that where the Supplier is required to use Royal Mail for the final sortation and delivery of Mail Items, the Supplier is not able to offer any assurance about the actual delivery time of any Mail Item for the Royal Mail component. The Supplier shall not therefore be liable to the Authority and/or Contracting Body or to any other person for failure to deliver within this target where such failure is directly attributable to the Royal Mail component.

1.3. PILOTS AND TRIALS

- 1.3.1. The Supplier shall carry out pilots/trials of the goods and/or services as requested by a Contracting Body. Set up costs for any pilot shall not be charged. The duration of any pilots shall be agreed between the Contracting Body and the Supplier at the Call Off Agreement stage.

However the Authority recommends that any pilot shall be for a minimum period of six months to prove the concept of the solution.

- 1.3.2. The successful conclusion of these pilots shall not guarantee the award of a longer term business or a Call Off Agreement by the Contracting Body.

FINAL VERSION

THE REQUIREMENT

2. LOT 2: HYBRID MAIL ON-SITE SOLUTION

2.1. THE OVERVIEW

Hybrid mail on-site solution:

- 2.1.1. Shall be provided and operated within the Contracting Body's premises.
- 2.1.2. Shall utilise existing equipment owned or leased by the Contracting Body. Including but not limited to:
 - 2.1.2.1. Letter inserters
 - 2.1.2.2. Envelopers
 - 2.1.2.3. Multifunctional devices/printers

IT Hardware:

- 2.1.3. The Supplier shall provide a full system specification to the Contracting Body for the hardware requirements to deploy the software.
- 2.1.4. The Supplier shall liaise with the Contracting Body's IT management teams to confirm the suitability of their network requirements and the operational software being proposed.
- 2.1.5. Should the Contracting Body require new IT hardware to deploy the solution then this may be included as part of the proposed Hybrid Mail Solution but please note, Contracting Body shall have the ultimate decision as to whether this is procured as part of the Hybrid Mail Solution offered by the Supplier. The Contracting Body shall have the option to procure the hardware required from another source which may, include but not be limited to:
 - 2.1.5.1. Authority's ICT Framework Agreements
 - 2.1.5.2. Via the Contracting Body's own ICT route to market
- 2.1.6. The Supplier solution shall allow the Contracting Body to centralise its print and production process by routing data/information to a centralised point where it can then be printed, enveloped and dispatched for delivery to the addressee. This may involve routing items electronically from several premises where the Contracting Body's staff may be located at different sites and/or may involve the routing of items electronically from a number of departments located in one building.

2.1.7. The Supplier shall work with the Contracting Body to implement a secure solution and one which is compatible with the security requirements of the Contracting Bodies. This could include but not be limited to:

- 2.1.7.1. ISO 27001
- 2.1.7.2. N3 (the national broadband network for the English National Health Service (NHS))
- 2.1.7.3. Code of Connection (CoCo) Compliance
- 2.1.7.4. Government Connection Code (GCSX)
- 2.1.7.5. Citrix Secure Gateway

2.1.8. The Supplier shall work with the Contracting Body to implement a secure solution and one which is compatible with the Contracting Body's internal operating systems. This could include but not be limited to:

- 2.1.8.1. Thin client systems
- 2.1.8.2. Fat client systems
- 2.1.8.3. Internet Explorer 6.5 onwards, Google, Firefox etc.
- 2.1.8.4. Web plug-ins
- 2.1.8.5. Flash, Java, Silverlight
- 2.1.8.6. Windows XP, 7, 8 etc.
- 2.1.8.7. Screen Reader software and other disability adaptation software where required.

2.1.9. It is recognised that on occasions, Contracting Bodies may wish to explore with the Supplier innovative solutions within Hybrid Mail Solutions. These may include but not be limited to:

- 2.1.9.1. E-communications that will enable the Contracting Body to communicate with its clients/customers via a secure web-portal or email
- 2.1.9.2. Text messaging (SMS) solutions
- 2.1.9.3. Enable the Contracting Body to choose a default class of mail i.e. 2nd class or equivalent
- 2.1.9.4. Archiving and indexing facility
- 2.1.9.5. Ability to utilise current stationary stocks, i.e. non-window envelopes, physical inserts etc. or advise Contracting Bodies when this would prove uneconomical compared to alternatives.
- 2.1.9.6. Enable Contracting Body to use preferred mail carrier
- 2.1.9.7. Consolidation of multiple mail pieces into one, where this is deemed appropriate by the Contracting Body.

2.2. THE AUTHORITY REQUIREMENTS

2.2.1. The Authority's requirement is for the provision of a solution which will enable the Contracting Body to perform a Hybrid Mail Solution on-site utilising existing kit or equipment. To achieve extensive network usage, the provision of supporting software is also critical. Any such software or

- drivers should be tested and comply with the Contracting Body's existing infrastructure.
- 2.2.2. A range of open architecture software may be required, including, as a priority, where appropriate software for clustering/Co-Mingling/consolidation, print management / accounting, print routing / load balancing, email notification, optical character recognition. All software referred to in the scope of the Framework Agreement must be available within the Supplier's goods and services portfolio and must clearly communicate the software manufacturer and level of support provided/required. If 'Co-Mingling' is specified by the Contracting Body the rules that govern when mail pieces can and cannot be 'Co-Mingled' must be carefully crafted by the Contracting Body to avoid data breaches, and clearly communicated to the Supplier. The onus shall lie with the Contracting Body to provide a Co-Mingling specification or schema.
- 2.2.3. Wholly bespoke software or customisation of standard software may be required and will be subject to specifications and terms agreed between the Contracting Body and the Supplier.
- 2.2.4. Purchase price for software should include delivery and installation. The Supplier shall make Contracting Bodies aware of how the software is licensed; all upgrade and refresh costs, version notification and control against associated hardware and legacy software.
- 2.2.5. The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Contracting Body.
- 2.2.6. The provision of software packages procured under this Framework Agreement will normally be on the basis of a co-terminus deal whereby the licence will end at the end of the contracted period, unless otherwise specified by the Contracting Body.
- 2.2.7. Any software or drivers should be tested with all mission critical applications as defined by the Contracting Body.
- 2.2.8. The Supplier solution should allow the Contracting Body to consolidate mail pieces addressed to the same recipient where appropriate and where required by the Contracting Body. The Supplier's solution should allow the Contracting Body to decide when consolidation is/is not appropriate.
- 2.2.9. The Supplier solution should provide the Contracting Body with an option to add inserts to the mail piece where appropriate.
- 2.2.10. The Supplier solution should allow the Contracting Body with an option to set up standard templates for Mail Items. These could be physical inserts which the Contracting Body has in stock or electronic inserts.
- 2.2.11. The Supplier solution should enable a track and trace facility so that the Contracting Body can monitor where mail pieces are within the network.
- 2.2.12. The Supplier solution should allow for amendments to be undertaken to the mail pieces prior to the printing and despatch of the items.
- 2.2.13. Where required by the Contracting Body, the Supplier solution should allow the Contracting Body to undertake data cleansing and address management prior to the item being printed to ensure that the address is correct.
- 2.2.14. The Supplier solution should enable the Contracting Body to sort mail to address level, in line with work share (i.e. Mailsort) mail goods and /or services to enable the Contracting Body to achieve the maximum postage discounts available.

General Solutions

- 2.2.15. An ideal general scenario for the provision of a Hybrid Mail Onsite Solution would encompass:
- 2.2.15.1. Open architecture software able to seamlessly integrate with third party goods and /or services.
 - 2.2.15.2. Job Definition Format (JDF) compliance or equivalent.
 - 2.2.15.3. Universal Pre and Post Processing Interface (UP3i) enabled or equivalent.
 - 2.2.15.4. Uniform pricing – with volume related break points.
 - 2.2.15.5. Capital and service costs clearly defined and separated in the pricing model.
 - 2.2.15.6. Standard maximum service response of 2 hours or better.
 - 2.2.15.7. On line consolidation solutions.
 - 2.2.15.8. On-line and manual inserting solutions.
 - 2.2.15.9. On line data cleansing/address management solutions.
 - 2.2.15.10. Inclusive training & retraining.
- 2.2.16. Hybrid Mail pricing solutions should take cognisance of the following options:
- 2.2.16.1. Fixed Lease pricing.
 - 2.2.16.2. Purchase.
 - 2.2.16.3. Uniform service support and costs.
 - 2.2.16.4. Standard fully networked configurations.
- 2.2.17. A Contracting Body would require innovative solutions that have the ability to progressively integrate the Contracting Body's volume as the network arena develops.

Operation

- 2.2.18. Migration of work from users around production network
- 2.2.19. Agreed default settings pre-set on job ticket (e.g. class of postage, inserts to be included)
- 2.2.20. Job interruption and recovery
- 2.2.21. Security options (e.g. PIN, time-out).
- 2.2.22. Printer and server clustering – grouping of information processes and output

Software

- 2.2.23. Job submission – including archiving and automatic deletion from system
- 2.2.24. Retention of accounting information
- 2.2.25. Electronic ordering system
- 2.2.26. Web browser interface to front page/unit
- 2.2.27. Front page to include links (e.g. on-line feature menu, off-line feature menu).
- 2.2.28. Upgrades included.
- 2.2.29. Workflow solutions / job ticket software.
- 2.2.30. Print queuing management system.

Maintenance and Support Requirements

- 2.2.31. Response times – 2 hour business critical.
- 2.2.32. Remote/direct dial access.
- 2.2.33. Electronic logging of service calls.
- 2.2.34. Dedicated call centre Supplier personnel.
- 2.2.35. Report suite – e.g. response times, average call 1st fix times, failed 1st fixes,
- 2.2.36. Technical support Supplier personnel
- 2.2.37. Post sales support

Training & Installation

- 2.2.38. Defined training package; detailing the depth of training, location, timescales etc.
- 2.2.39. Provision of advanced preventative and/or corrective maintenance training for operators
- 2.2.40. A project plan will be supplied to the Contracting Body detailing the installation and training process.
- 2.2.41. Installation, testing and on-site/off-site training, or re-training shall be provided in support of each and every solution at no additional cost.
- 2.2.42. Close liaison (prior, ongoing & post installation) with the Contracting Body's IT management teams will be required on an ongoing basis.
- 2.2.43. Training shall be ongoing, unless the Supplier and the Contracting Body agree that the primary operators have achieved a competent level of training.
- 2.2.44. The Supplier shall record the frequency and training content with a view to regular updates to the Contracting Body, with the reporting frequency to be agreed on a case by case basis, with each Contracting Body.

Software Provision

- 2.2.45. To gain a comprehensive service provision across the Contracting Body, consideration will be given to the full range of solutions and open architecture software offered within the Supplier's Hybrid Mail portfolio.
- 2.2.46. All networked Software must be compatible with end-users/stakeholders proprietary IT systems and security arrangements.

Software

- 2.2.47. The Supplier shall provide software and related services to include design development installation and commissioning of systems. This shall include pre and post sales, ongoing support and maintenance.
- 2.2.48. The Supplier shall, as a minimum:
 - 2.2.48.1. Ensure that any software provided to the Contracting Body to facilitate the provision of an Onsite Hybrid Mail Solution meets the Web Content Accessibility Guidelines (WCAG) 2.0, AA standard.
 - 2.2.48.2. Ensure that they catalogue all current APIs for their systems and make these APIs available to Contracting Bodies under the Framework Agreement, ideally for no additional charge but where charges do apply these should be catalogued.
 - 2.2.48.3. Ensure that support and maintenance services are provided for any software sold via the Framework Agreement for a minimum of 5 years from the date of the original licence sale.
 - 2.2.48.4. Ensure that where open standards are available, they are utilised in the delivery of any Call Off Agreements.

Delivery

- 2.2.49. The Supplier shall notify the Contracting Body of the expected delivery date for each placement.
- 2.2.50. Regular updates must be available to the Contracting Body to monitor project progress with the reporting frequency to be agreed on a case by case basis, with the Contracting Body.

Software availability Up Time

- 2.2.51. The average Up Time for software must exceed 97% (based on the standard working day as specified).
- 2.2.52. Should this target not be met, the Supplier will be required to undertake a full service investigation/resolution, at their expense, under the agreed escalation procedure as detailed in the Call Off Agreement.

Software Removal/Replacement

- 2.2.53. The Contracting Body's manager may request removal or replacement of any installation that is failing to meet the Up Time target or fitness for purpose.
- 2.2.54. The Supplier will remove the software within twenty one (21) Working Days of notification by the Contracting Body.

2.3. MAINTENANCE, SUPPORT AND PERFORMANCE

- 2.3.1. It is essential that the Supplier can provide a comprehensive maintenance service that is capable of fulfilling the demands of the individual Contracting Bodies. The maintenance service is mandatory requirement regardless of whether software is leased or purchased.
- 2.3.2. The service must include installation, testing, connection to the network, goods and services training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support and firmware. Technicians carrying out any of these services must be fully trained to manufacturer's specification.
- 2.3.3. The Supplier shall collect and dispose of all redundant replaced spare parts associated with the Call Off Agreement in accordance with WEEE Regulations – the Contracting Body's own facilities should not be used unless written agreement has been provided.
- 2.3.4. Supplier engineers and/or technicians must be able to meet any security criteria as laid down by the Contracting Body e.g. Disclosure and Barring Service Checks (DBS) (formally Criminal Records Bureau (CRB)).
- 2.3.5. The Supplier shall ensure that the maintenance and support provided reduces the risk of downtime, and ensuring business continuity as a result.

Up Time

- 2.3.6. A consistent level of Up Time is critical for all software provided to the Contracting Bodies under this Framework Agreement. This will be a result of excellence in design, materials, build, maintenance and support.

Support hours

- 2.3.7. As a minimum, maintenance and support hours will cover 09.00 to 17.00 Monday to Friday, excluding bank holidays. It will be possible for the Contracting Body to:

- 2.3.7.1. Log support calls with a help desk by email, by phone or service portal.
- 2.3.7.2. Log calls through automated email service alerts direct from each networked goods where this is specifically authorised and facilitated by the Contracting Body.
- 2.3.7.3. Receive telephone support for all goods and /or services
- 2.3.7.4. Receive remote support via the network where this is specifically authorised and facilitated by the Contracting Body.
- 2.3.7.5. Provide specialist IT telephone, remote access & field support where requested by the Contracting Body

Extended service hours

- 2.3.8. There will be Contracting Body requirements for extended service hours, be that for weekends, bank holidays, 7x24, 5x24 or other additional hours. These requirements will be agreed between the Contracting Body and the Supplier following the further competition stage and may be met at extra cost.

First time Fix Rate

- 2.3.9. This is of paramount importance to provide an ongoing high standard of Up Time. The minimum 1st time fix rate will not be lower than 95%, as measured over any quarterly period.

Response times

- 2.3.10. Consistent with high Up Times, fast response times are required throughout the UK (i.e. England, Northern Ireland, Wales, Scotland, Highlands and Islands). Response time is the time from the Contracting Body first placing a call, to the arrival on-site of an engineer.
- 2.3.11. There will be a maximum average response time of 4 working hours. Although the individual Contracting Body could request a faster response time.
- 2.3.12. There will be a detailed escalation and reporting procedure for when the 4 hour average response is not achieved and for when first time fix is not achieved.

Electronic Fault Reporting

- 2.3.13. Where appropriate or requested, all software supplied must be capable of alerting the Contracting Body as to its functional status. This will include alerts for defects, poor quality print, engineer required and any fault that will cause loss of functionality to the service or for the service to be in any way unusable. Alerts will be sent to an agreed e-mail address. The e-mail must not include any information that could be used to breach agreed security.
- 2.3.14. Where e-maintenance is provided by the Supplier the solution must be capable of alerting the Supplier as to its functional status and the Supplier must react to an alert as soon as it is received.

Business recovery

- 2.3.15. The Supplier shall have effective and proven business recovery plans in place in respect of all its service offerings and must be able to demonstrate their rigour upon request.

E – maintenance/remote services

- 2.3.16. An e-maintenance/remote service shall be offered by the Supplier. This service will be designed to negate or decrease the level of Contracting Body required interaction between the end-user and the Suppliers' solutions. Wherever possible, this should include OEM/multi-vendor/legacy goods.

Help Desk

- 2.3.17. The Supplier shall make available to the Contracting Body a single point of contact capable of logging and dealing with all service/maintenance/support/IT infrastructure faults or calls in order to respond accordingly.

Service Desk

- 2.3.18. The Service Desk acts as the primary user interface between the Contracting Body's IT users and the Information system function. The role of the Service Desk is to take ownership of all calls made to it, and to ensure that the Contracting Bodies are provided with incident resolutions.
- 2.3.19. The Service Desk must be ITIL Compliant and may include, but will not be limited to, the provision of the following services:
- 2.3.19.1. A logical 'Single Point of Contact' for all user contacts
 - 2.3.19.2. Contacts can be by telephone, email and fax.
 - 2.3.19.3. Contact answering
 - 2.3.19.4. Accurate recording of all contacts
 - 2.3.19.5. Timely updating of contact data
 - 2.3.19.6. Contact categorisation including contact type and severity levels
 - 2.3.19.7. Contact prioritisation
 - 2.3.19.8. Instigation of escalation procedures as appropriate
 - 2.3.19.9. Direct and prompt resolution of contacts
 - 2.3.19.10. Providing timely and accurate information to users
 - 2.3.19.11. Obtaining Contracting Body's agreement or signoff prior to the closure of any contact
 - 2.3.19.12. Active ownership, tracking and management of all contacts within scope – to ensure contacts are resolved
 - 2.3.19.13. To keep the caller updated of the status of any contact where they are unlikely to be resolved or completed within the agreed time
 - 2.3.19.14. To update appropriate IT and user management of the status of all high priority and service affecting contacts
 - 2.3.19.15. Where necessary provide on-site support to the repair process

Third party maintenance

- 2.3.20. The Supplier, where legacy equipment is present, may be required to support and maintain OEM/multi-vendor goods, legacy or otherwise. Where this offering has a requirement to sub-contract to a 3rd party partner, the Supplier must act as the primary point of contact for the Authority and the Contracting Body at ALL times.

Out of hour's maintenance and support

- 2.3.21. The Supplier must agree with the Contracting Body a process whereby 'out of hours' support is made available when required. The conditions and costs associated with this support will be agreed on an individual basis between the Contracting Body and the Supplier at the Call Off Agreement stage.

Disaster recovery services

- 2.3.22. The Supplier must make available to the Contracting Body their Disaster Recovery Plan. This plan should relate to the types of services/support the Supplier has been contracted to provide.

Maintenance Services

- 2.3.23. The provision of maintenance services for software applications within the scope of the Lot (inclusive of any customisation) as a minimum these should be:
- 2.3.23.1. Break-fix support
 - 2.3.23.2. Advisory services on the implementation of pre-built patches that the Contracting Body has rights to deploy/is licensed to use by the relevant software owner
 - 2.3.23.3. Development, testing and implementation of bug fixes (or such bug fixes where available from the relevant software owner, advisory services in the implementation thereof)
 - 2.3.23.4. Development, testing and implementation of workarounds where bug fix is not possible (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 2.3.23.5. Development, testing and implementation of all necessary updates to ensure that the software undertakes all processing in line with all appropriate taxation, law and regulation (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 2.3.23.6. Monitoring of the operation of the software in order to assure application and information availability and integrity
 - 2.3.23.7. Provision of a knowledge-base of known issues and solutions in respect of the software
 - 2.3.23.8. Provision of release notes to Contracting Bodies
 - 2.3.23.9. Assistance with upgrading, replacing, or otherwise changing the software

User Support

- 2.3.24. User support may include but shall not be limited to the provision of the following services;
- 2.3.24.1. Access to user documentation pertaining to the solution, including system manuals, User Guides, on-line help, FAQs;
 - 2.3.24.2. Updating of documentation to reflect new versions of the Supplier solution;
 - 2.3.24.3. Provision of operational support as part of their application management service;
 - 2.3.24.4. Provision of second line operational support and help desk services to the Contracting Bodies users in respect of the solution and its associated activities investigation and resolution of all technical issues arising from reported problems;

- 2.3.24.5. Provision of a single service management system for incident management, problem resolution and change management, with a designated account manager as a single point of contact for user support

2.4. FINANCIAL SERVICES

Purchasing and Lease

- 2.4.1. Contracting Bodies will have the option of either capital purchase or lease of Software supplied through this Framework Agreement.

Lease

- 2.4.2. The most critical requirement is for the provision of operating leases in line with International Accounting Standards (IAS 17).
- 2.4.3. A range of lease options is required, for durations of 3, 4 and 5 years (a maximum of 6 years). From time to time other options may be required and will be agreed between the Contracting Body and the Supplier using the terms and conditions of the Lease Agreement.
- 2.4.4. Contracting Bodies will be able, at their option, to enter into a secondary period, subject to agreement by the Supplier. Secondary terms will not extend beyond 5 years (from the date of the initial primary period contract commencement date) During the secondary lease period the Contracting Body will pay the residual from the primary period (for primary lease periods up to 6 years) on the same rate basis, with the same mail costs as the primary period unless subsequently reduced by the Supplier.
- 2.4.5. Where there are additions to Software after its installation and extra lease finance is required, then that new finance will be co-terminus with the original agreement.

2.5. PROOF OF CONCEPT PILOT

- 2.5.1. The Supplier shall carry out Proof of Concept (POC) pilot of the Services as requested by Contracting Body. Such pilots shall be carried out on a free of charge basis. The duration of such pilots shall be agreed between the Contracting Body and the Supplier with agreed milestone dates. However the Authority recommends that such pilot shall be for a minimum period of six months to prove the concept of the solution.
- 2.5.2. The POC pilot if successful should be awarded to the successful Supplier on completion of the POC, provided before entering into a Call Off Agreement that a strict implementation procedure and plan is agreed before the POC commences.

THE REQUIREMENT

3. LOT 3 HYBRID MAIL OFFSITE SOLUTION

3.1. OVERVIEW

- 3.1.1. The Supplier shall provide a Hybrid Mail Offsite Solution that may include but shall not be limited to:
- 3.1.1.1. The ability to deliver both forecasted and actual savings;
 - 3.1.1.2. The provision of appropriate software/web-enabled solutions to allow the secure transfer of data from Contracting Body premises, either by individual item or batch data files to the Supplier's premises
 - 3.1.1.3. Flexible solutions which will enable the Contracting Body a choice of printed outputs including mono, colour and colour-capable solutions.
- 3.1.2. The Supplier should be capable of delivering a full range of on-line systems and services to its Contracting Bodies to enable full visibility of usage etc. such systems may include but shall not be limited to:
- 3.1.2.1. Web based client job submission,
 - 3.1.2.2. Electronic job ticketing,
 - 3.1.2.3. Individual item cost indication for end user to monitor cost per item,
 - 3.1.2.4. E-mail job status feedback,
 - 3.1.2.5. Finishing options,
 - 3.1.2.6. Online and offline document clean up software
 - 3.1.2.7. Software enabling management e.g. remote diagnostics
- 3.1.3. The Supplier shall be able to provide resource to undertake fact-finding/site reviews at individual Contracting Body premises to understand existing equipment, networks, principal flows and page/mail output, ideally with vendor neutral analysis and further Contracting Body proposals to improve the solution offered.
- 3.1.4. The Authority is seeking a finance offering for the provision of the Hybrid Mail Off Site Solution; which provides its Contracting Bodies with flexibility and choice relating to the payment configuration, including lease, rental offerings and outright purchase for any software that is required for the delivery of the solution. For the avoidance of doubt, the provision of equipment is not a feature of this Lot.

- 3.1.5. The Supplier shall be capable of providing a reliable support and service infrastructure (including support/service desk);
- 3.1.6. The Supplier shall respond to Contracting Body specific requirements as detailed during further competitions;
- 3.1.7. The Supplier shall be able to support and integrate with different operating systems (e.g. Windows, Linux) as detailed by the Contracting Body at further competition stage;
- 3.1.8. The Supplier shall have the ability to offer bespoke innovative solutions to enhance Contracting Bodies' move to a digital mail room solution and further drive down the costs associated with the production of mail, including but not limited to e-communication solutions, unlimited text messaging, secure email, secure web-portal access.
- 3.1.9. The Authority recognises that in order to provide a Hybrid Mail Off Site Solution, a review of the Contracting Body's server capacity and capability will be required. The Supplier must undertake a full site survey and connectivity report, prior to formal acceptance of any order, to ensure fitness for purpose.
- 3.1.10. The Supplier shall liaise with the Contracting Body's IT management teams to confirm the suitability of their network requirements and operational software being proposed.
- 3.1.11. Where, following a site survey, the Contracting Body's existing server capacity and capability is deemed insufficient to support the Supplier's Hybrid Mail Offsite enabling software, the Supplier shall make recommendations to the Contracting Body about possible solutions to improve server capacity to ensure it is capable of supporting the solution.
- 3.1.12. For the avoidance of doubt, the Contracting Body shall have the ultimate decision as to whether new server capability is procured as part of the Hybrid Mail Offsite Solution offered by the Supplier. The Contracting Body shall have the option to procure new server capability from another source, including but not limited to:
 - 3.1.12.1. Authority's ICT Framework Agreement
 - 3.1.12.2. Via the Contracting Body's own ICT route to market
- 3.1.13. The potential first step in any Hybrid Mail Off Site Solution may be the due diligence process which would be designed to establish a baseline of existing costs agreed between a Contracting Body and the Supplier. The baseline may consist of an agreement on existing costs in order that both parties may agree the basis on which to form the 'on-going' contractual relationship. Once this has been completed an implementation policy may be agreed to ensure long-term cost reductions and a return on investment for the Contracting Body.
- 3.1.14. The process for establishing the baseline of existing costs will be agreed by the Contracting Body and may be based upon different levels of assessments ranging from the use of manual or automated tools for measuring output and/or; to the use of 'secondary research' in order to provide a view on current costs and/or; to a more sophisticated way of assessing mail piece workflow.
- 3.1.15. The Supplier shall take primary responsibility for meeting the Contracting Bodies' Hybrid Mail Off Site needs, including the provision of the secure network in which to transfer the Contracting Body data to the Suppliers print site, the provision of templates and the overall

management of the responsibility for the printing, enveloping and dispatch of the mail pieces. Where any sub-contractor or 3rd party is introduced into the relationship, this will be done with the formal agreement of the Contracting Body organisation based on the full understanding that the primary responsibility remains with the Supplier.

- 3.1.16. The Authority sees the Hybrid Mail Off Site Solution offering its Contracting Bodies with an approach that tackles the rise in information volumes: by treating office printing in a more strategic fashion, providing cost savings, increased sustainability, greater efficiency and greater provision for security where this is important.
- 3.1.17. The Supplier's solution should therefore ensure that it plays an integral part in tackling the challenges brought about by the information age by:
 - 3.1.17.1. Reducing Contracting Body's costs
 - 3.1.17.2. Increasing the efficiency and sustainability of organisations printing
 - 3.1.17.3. Facilitating better governance and compliance
- 3.1.18. All Supplier services will need to allow for Contracting Bodies to track the full costs involved in printing, enveloping and dispatching mail pieces across their organisation and contracted service and transparency of costs must always be to the forefront of the contractual relationship.
- 3.1.19. The exact nature of the provision of the required services will be covered during the further competition and agreed within the Call Off Agreement between the Contracting Body and the Framework Supplier.

3.2. AUTHORITY REQUIREMENTS

- 3.2.1. The Authority's requirement is for a Hybrid Mail Off Site Solution on behalf of its Contracting Bodies. The requirement may include but shall not be limited to:
 - 3.2.1.1. The transfer of data/information via a secure network from the Contracting Body's premises to the Suppliers print centre, where it can be transformed into a physical mail piece for delivery to customer addresses
 - 3.2.1.2. The delivery of the physical Mail Items to all UK addresses or within a specific region as specified by the Contracting Body and in accordance with an agreed Mailing Profile/mail forecast and the terms of this Framework Agreement and Call Off Agreement.
 - 3.2.1.3. A desktop solution and/or web based software to enable the Contracting Body to submit their mailing item through a secure electronic channel
 - 3.2.1.4. The Supplier shall provide assurance that it has adequate server capacity to fulfil the Contracting Body requirement.
- 3.2.2. The Supplier shall work with the Contracting Body to shape the requirement and achieve efficiencies by including (but not limited to) the following elements as part of its offering:

- 3.2.2.1. Allowing the Contracting Body to set a default class of mail i.e. chose 2nd class or equivalent as the default for all mail items.
 - 3.2.2.2. Allowing Mailing Items addressed to the same recipient to be consolidated into one mail piece, where such consolidation is deemed appropriate by the Contracting Body. The Contracting Body will work with the Supplier to identify any mail streams that are not deemed to be suitable for consolidation.
 - 3.2.2.3. Work with the Contracting Body to provide a solution that enables the Contracting Body to use up existing stocks of stationary such as envelopes, inserts etc.
 - 3.2.2.4. Work with the Contracting Body to ensure that 'logo' requirements on mail pieces can be captured by the solution and updated on an as and when basis.
- 3.2.3. The Authority requires the Supplier to work with the Contracting Bodies to ensure that stationary requirements are fulfilled. Some of the standard stationary items used across public sector include, but are not limited to:
- 3.2.3.1. Coated/uncoated printing paper
 - 3.2.3.2. Digital papers
 - 3.2.3.3. Laser guaranteed paper
 - 3.2.3.4. Recycled paper
 - 3.2.3.5. Varying paper weights from 80gsm which is most common, up to 120gsm for official papers
 - 3.2.3.6. Non – window mailing wallets in various sizes
 - 3.2.3.7. 162cmsx229cms window wallet
 - 3.2.3.8. 162cmsx235cms window wallet
 - 3.2.3.9. 114cmsx229cms window wallet
- 3.2.4. This is not an exhaustive list and is intended as a guide only. The Supplier's solution should be capable of accommodating the requirements of the Contracting Body.
- 3.2.5. The Authority requires the Supplier to provide a secure archiving facility for Mail Items, where required and as defined by the Contracting Body at further competition.
- 3.2.6. The Authority requires the Supplier to provide a tracking facility which will allow the Contracting Body to track Mail Items throughout the Hybrid Mail production process.
- 3.2.7. The Supplier shall offer the Contracting Body, a full range of mail delivery options as detailed in paragraph 3.2.15 below.
- 3.2.8. The Supplier shall ensure that it is capable of offering and achieving a range of mail sortation solutions in order that the maximum postal discounts can be offered to Contracting Bodies.
- 3.2.9. The Authority requires a secure solution and one which is compatible with the security requirements of the Contracting Body's organisation. This may include but shall not be limited to:

- 3.2.9.1. ISO 27001
 - 3.2.9.2. N3 (the national broadband network for the English National Health Service (NHS))
 - 3.2.9.3. Code of Connection (CoCo) Compliance
 - 3.2.9.4. Government Connection Code (GCSX)
 - 3.2.9.5. Citrix Secure Gateway
 - 3.2.9.6. Level 2 Information Governance or equivalent
- 3.2.10. The implementation of a secure solution and one which is compatible with a wide ranging variety of Contracting Body's internal operating systems. This may include but is not limited to:
- 3.2.10.1. Thin Client systems
 - 3.2.10.2. Fat Client systems
 - 3.2.10.3. Internet Explorer, Google, Firefox etc
 - 3.2.10.4. Web plug-ins
 - 3.2.10.5. Flash, Java, Silverlight
 - 3.2.10.6. Windows XP, 7, 8 etc.
 - 3.2.10.7. Screen Reader software and other disability adaptation software, where required
- 3.2.11. Innovative solutions within the Hybrid Mail market, these may include but is not limited to:
- 3.2.11.1. E-communications which enable the Contracting Body to email its clients via a secure web-portal or email
 - 3.2.11.2. Text messaging (SMS) solutions
 - 3.2.11.3. Enable the Contracting Body to choose a default class of mail i.e. 2nd class or equivalent as the standard for their mail output
 - 3.2.11.4. Enable Contracting Body to use preferred mail carrier
 - 3.2.11.5. Consolidation of mail pieces
- 3.2.12. Where required by the Contracting Body, the Supplier shall work with the Contracting Body on a phased approach to implementing the solution. Each phase will be defined and agreed between the Supplier and the Contracting Body in advance of the commencement of implementation and shall be detailed within a robust implementation plan which shall be agreed between the Contracting Body and the Supplier in advance of any implementation activity.
- 3.2.13. The Supplier shall provide the Contracting Body, as required, with full support, training and maintenance during the implementation to the Supplier's hybrid solution and provide on-going support for the duration of the Call Off Agreement.
- 3.2.14. The Supplier shall provide an online and /or telephone facility as part of the support function offered under this Framework Agreement.
- 3.2.15. The provision of a track and trace solution will be required as part of the solution to enable the Contracting Body to identify Mail Items within the Hybrid Mail solution and either pause, make amendments or cancel the item prior to printing.

Delivery timescales	
1-2 days	Premium Delivery Services (1st class or equivalent)
2-4 days	Standard Delivery Services (2nd Class or equivalent service)
5-7 days	Economy or equivalent service

- 3.2.16. The Supplier shall provide UK national and/or regional solutions to the Contracting Body.
- 3.2.17. The Supplier is required to provide a variety of different print formats. As a minimum these should be;
- 3.2.17.1. A choice of print formats including, but not limited to:
 - 3.2.17.2. Simplex and duplex documents
 - 3.2.17.3. Black and white
 - 3.2.17.4. Partial colour (black, white + one other colour)
 - 3.2.17.5. A mix of colour and black and white on the simplex and duplex documents
- 3.2.18. A robust process for dealing with Mail Items which have not been delivered successfully (i.e. goneaway items)
- 3.2.19. The Authority recognises and accepts that the Supplier solutions will vary and that whilst some Supplier solutions will be web-based solutions, others will require the provision of supporting software Any such software or drivers should be tested and comply with the Contracting Body's existing infrastructure.

Software

- 3.2.20. Where the Supplier's solution is centred on the provision of software, the following should be demonstrated:
- 3.2.21. A range of open architecture software, including, as a priority, where appropriate software for clustering/co-mingling/consolidation, print management / accounting, print routing / load balancing, email notification, optical character recognition. All software referred to in the scope of the Framework Agreement must be available within the Supplier's goods and services portfolio and must clearly communicate the software manufacturer and level of support provided/required. If 'Co-Mingling' is specified by the Contracting Body the rules that govern when mail pieces can and cannot be 'Co-Mingled' must be carefully crafted by the Contracting Body to avoid data breaches, and clearly communicated to the Supplier. The onus must lie with the Contracting Body to provide a Co-Mingling specification or schema. Liability for data breaches caused by flawed Co-Mingling specifications will be the responsibility of the Contracting Body.

- 3.2.22. The software, including version used, must be maintained and supported by the Supplier at least until software for use with which it was installed are no longer in use.
- 3.2.23. Wholly bespoke software or customisation of standard software may be required and will be subject to specifications and terms agreed at the Call Off Agreement stage between the Contracting Body and the Supplier.
- 3.2.24. Purchase price for software should include delivery and installation. Suppliers must make Contracting Bodies aware of how the software is licensed; all upgrade and refresh costs, version notification and control against associated hardware and legacy software.
- 3.2.25. The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Contracting Body.
- 3.2.26. Any software or drivers should be tested with all mission critical applications as defined by the Contracting Body and a proof of concept provided to the Contracting Body as a guarantee that the solution and software is fit for purpose.
- 3.2.27. The software shall allow the consolidation of mail pieces into one item where this is deemed appropriate by the Contracting Body.
- 3.2.28. There should be the capability within the solution to enable the Contracting Body to include inserts (i.e. maps) into each mail piece.
- 3.2.29. There should be capability to enable a data cleansing and address management function within the solution to ensure that addresses are accurate prior to printing and dispatch
- 3.2.30. There should be capability to enable the Contracting Body to send pre-sorted batches of mail to the Supplier premises to enable the Contracting Body to achieve the maximum postage discounts available.
- 3.2.31. The Supplier shall provide a comprehensive maintenance and support package.

Delivery

- 3.2.32. The Suppliers shall notify the Contracting Body of the expected delivery date for each placement.
- 3.2.33. Regular updates shall be made available to the Contracting Body to monitor project progress with the reporting frequency to be agreed on a case by case basis, with the Contracting Body.
- 3.2.34. A full due diligence process shall be undertaken by the Supplier prior to them confirming delivery, to test the solution and provide assurance that it is fit for purpose and fulfils the requirement of the Contracting Body.

Installation and Training

- 3.2.35. The Supplier shall supply a project plan to the Contracting Body detailing the installation and training process.
- 3.2.36. Installation, testing and on-site/off-site training, or re-training shall be provided in support of each and every solution at no additional cost.
- 3.2.37. Close liaison (prior, ongoing & post installation) with the Contracting Body's IT management teams will be required on an ongoing basis.
- 3.2.38. Training shall be ongoing, unless the Supplier and the Contracting Body agree that the primary operators have achieved a competent level of training
- 3.2.39. The Supplier shall record the frequency and training content with a view to regular updates to the Contracting Body, with the reporting frequency to be agreed on a case by case basis, with each Contracting Body.

Service Response Times

- 3.2.40. The Supplier shall provide a comprehensive maintenance service that is capable of fulfilling the demands of Contracting Bodies for all software supplied in the provision of the solution.

3.3. MAINTENANCE, SUPPORT AND PERFORMANCE

- 3.3.1. Where Supplier software is supplied in order to fulfil the requirement of a Hybrid Mail Off Site Solution:
 - 3.3.1.1. The Supplier shall provide a comprehensive maintenance service that is capable of fulfilling the demands of the individual Contracting Bodies. The maintenance service is mandatory requirement.
 - 3.3.1.2. The service must include installation, testing, connection to the network, goods and services training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support and firmware. Supplier Personnel carrying out any of these services must be fully trained to manufacturer's specification.
 - 3.3.1.3. Supplier Personnel (engineers and/or technicians) must be able to meet any security criteria as laid down by the Contracting Body e.g. Disclosure and Barring Service Checks (DBS) (formally Criminal Records Bureau (CRB)).
 - 3.3.1.4. The Supplier shall ensure that the maintenance and support provided reduces the risk of downtime, and ensuring business continuity as a result.

Response times

- 3.3.2. Consistent with high Up Times, fast response times are required throughout the UK (i.e. England, Northern Ireland, Wales, Scotland, Highlands and Islands). Response time is the time from the Contracting Body first placing a call, to the arrival on-site of an engineer.

Electronic Fault Reporting

- 3.3.3. Where required by the Contracting Body, all software supplied by the Supplier must be capable of alerting the Contracting Body as to its functional status. This will include alerts for defects, poor quality print, engineer required and any fault that will cause loss of functionality to the service or for the service to be in any way unusable. Alerts will be sent to an agreed e-mail address. The e-mail must not include any information that could be used to breach agreed security.
- 3.3.4. Where e-maintenance is provided by the Supplier the solution must be capable of alerting the Supplier as to its functional status and the Supplier must react to an alert as soon as it is received.

Business recovery

- 3.3.5. The Supplier will have effective and proven business recovery plans in place in respect of all its service offerings and must be able to demonstrate their rigour upon request.

On-site engineer

- 3.3.6. For some larger Contracting Body organisations, an on-site engineer may be required. The engineer will be responsible for ensuring that the specific aspects of the agreed Service Levels are continually met.

E – maintenance/remote services

- 3.3.7. An e-maintenance/remote service shall be offered by the Supplier. This service will be designed to negate or decrease the level of Contracting Body required interaction between the end-user and the Suppliers' solutions. Wherever possible, this should include OEM/multi-vendor/legacy goods

Help Desk

- 3.3.8. The Supplier shall make available to the Contracting Body a single point of contact capable of logging and dealing with all service/maintenance/support/IT infrastructure faults or calls in order to respond accordingly.

Service Desk

- 3.3.9. The Service Desk may become the primary user interface between the Contracting Body's IT users and the information system function. The role of the Service Desk is to take ownership of all calls made to it, and to ensure that the Contracting Bodies are provided with incident resolutions.

- 3.3.10. The Service Desk must be ITIL Compliant and may include, but shall not be limited to, the provision of the following services:
- 3.3.10.1. A logical 'Single Point of Contact' for all user contacts
 - 3.3.10.2. Contacts can be by telephone, email and fax.
 - 3.3.10.3. Contact answering
 - 3.3.10.4. Accurate recording of all contacts
 - 3.3.10.5. Timely updating of contact data
 - 3.3.10.6. Contact categorisation including contact type and severity levels
 - 3.3.10.7. Contact prioritisation
 - 3.3.10.8. Instigation of escalation procedures as appropriate
 - 3.3.10.9. Direct and prompt resolution of contacts
 - 3.3.10.10. Providing timely and accurate information to users
 - 3.3.10.11. Obtaining Contracting Body's agreement or signoff prior to the closure of any contact
 - 3.3.10.12. Active ownership, tracking and management of all contacts within scope – to ensure contacts are resolved
 - 3.3.10.13. To keep the caller updated of the status of any contact where they are unlikely to be resolved or completed within the agreed time
 - 3.3.10.14. To update appropriate IT and user management of the status of all high priority and service affecting contacts
 - 3.3.10.15. Where necessary provide on-site support to the repair process

Third party maintenance

- 3.3.11. The Supplier, where legacy equipment is present, may be required to support and maintain OEM/multi-vendor goods, legacy or otherwise. Where this offering has a requirement to sub-contract to a 3rd party partner, the Supplier shall act as the primary point of contact for the Authority and the Contracting Body at ALL times.

Out of hours maintenance and support

- 3.3.12. The Supplier shall agree with the Contracting Body a process whereby out of hours support is made available when required. The conditions and costs associated with this support will be agreed on an individual basis between the Contracting Body and the Supplier at the Call Off Agreement stage.

Disaster recovery services

- 3.3.13. The Supplier shall make available to the Contracting Body their disaster recovery plan. This plan should relate to the types of services/support the Supplier has been contracted to provide.

Maintenance Services

- 3.3.14. The provision of maintenance services for software applications within the scope of the Lot (inclusive of any customisation) as a minimum these should be:
 - 3.3.14.1. Break-fix support
 - 3.3.14.2. Advisory services on the implementation of pre-built patches that the customer has rights to deploy/is licensed to use by the relevant software owner
 - 3.3.14.3. Development, testing and implementation of bug fixes (or such bug fixes where available from the relevant software owner, advisory services in the implementation thereof)
 - 3.3.14.4. Development, testing and implementation of workarounds where bug fix is not possible (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 3.3.14.5. Development, testing and implementation of all necessary updates to ensure that the software undertakes all processing in line with all appropriate taxation, law and regulation (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 3.3.14.6. Monitoring of the operation of the software in order to assure application and information availability and integrity
 - 3.3.14.7. Provision of a knowledge-base of known issues and solutions in respect of the software
 - 3.3.14.8. Provision of release notes to customers
 - 3.3.14.9. Assistance with upgrading, replacing or otherwise changing the software

User Support

- 3.3.15. User support may include but shall not be limited to the provision of the following services;
 - 3.3.15.1. Access to user documentation pertaining to the solution, including system manuals, User Guides, on-line help, FAQs;
 - 3.3.15.2. Updating of documentation to reflect new versions of the Supplier solution;
 - 3.3.15.3. Provision of operational support as part of their application management service;
 - 3.3.15.4. Provision of second line operational support and help desk services to the Contracting Bodies users in respect of the solution and its associated activities investigation and resolution of all technical issues arising from reported problems;
 - 3.3.15.5. Provision of a single service management system for incident management, problem resolution and change management, with a designated account manager as a single point of contact for user support

3.4. FINANCIAL SERVICES

- 3.4.1. The Authority needs to make provision for Contracting Bodies who do not wish to purchase software outright. The primary method for financing will be through a fixed priced rental option.

Leases

- 3.4.2. The use of 3rd party leasing is permitted by the Authority but this will be subject to agreement between the Contracting Body and the Supplier.
- 3.4.3. In the nature of the Lease Agreement requirement, periods could be for any whole number of months, to be agreed between the Contracting Body and the Supplier however the minimum Lease Agreement shall be for no less than six (6) Months.

3.5. PROOF OF CONCEPT PILOT

- 3.5.1. The Supplier shall carry out Proof of Concept (POC) pilot of the goods and/or services as requested by Contracting Body. Such pilots shall be carried out on a free of charge basis. The duration of such pilots shall be agreed between the Contracting Body and the Supplier with agreed milestone dates. However the Authority recommends that a pilot shall be for a minimum period of six months to prove the concept of the solution.
- 3.5.2. The POC pilot if successful should be awarded to the successful Supplier on completion of the POC, provided before entering into a Call Off Agreement that a strict implementation procedure and plan is agreed before the POC commences.

THE REQUIREMENTS

4. LOT 4 – INTERNATIONAL MAIL SERVICES

4.1. OVERVIEW

- 4.1.1. The Authority requires the provision of an International Mail Service. The Supplier shall be able to collect mail items from Contracting Body premises that may be located anywhere within the UK; and make deliveries to the addressees which could be located within the European Union (EU), non-European Union (non-EU) and Rest of the World (RoW) destinations.
- 4.1.2. Mail Items, for the purpose of this Framework Agreement are deemed to be items that conform to the following dimensions:

	Max Weight	Max Length	Max Width	Max Thickness
Letter	100g	240mm	165mm	5mm
Large Letter	750g	353mm	250mm	25mm
Packet	2kg	450mm	350mm	80mm
Parcel	5kg	610mm	460mm	460mm

- 4.1.3. On occasions, Contracting Bodies may have a requirement to Mail Items which are not deemed to be a conventional shape, such as rolled or cylinder shaped items, this will be specified by the Contracting Body, and agreed within the Mailing Profile.
- 4.1.4. For the avoidance of doubt, any item considered to contain restricted/hazardous contents will be deemed as a courier piece and will be within the scope of the Authority's Courier Framework Agreement (RM1006).

4.2. AUTHORITY REQUIREMENTS

The Supplier shall provide a mail solution or service to fulfil the following Contracting Body mailing requirements, as a minimum these should be:

Bulk International Mail items:

- 4.2.1. Planned, pre - sorted bulk mailings of 1000 items or more, per collection
- 4.2.2. Planned, un-sorted bulk mailings of 1000 items or more, per collection
- 4.2.3. Ad-hoc pre-sorted, bulk mailings of 1000 items or more per collection
- 4.2.4. Ad-hoc unsorted, bulk mail items of 1000 items or more per collection

Standard International Mailings:

- 4.2.5. Mailings may be pre-sorted, unsorted, planned or on an ad-hoc basis, Mailings could be of typed address face or hand-written.
- 4.2.6. Mailings could be a mixture of envelope sizes i.e. DL, C5 and A4.

Sorted and unsorted International mail items

- 4.2.7. Contracting Bodies may or may not be able to sort their outgoing mail into delivery locations prior to hand over of the Mail Items. Where the Contracting Body has undertaken this task the Mail Items will be defined as Sorted Mail and where they have not been able to, the Mail Items will be defined as Unsorted Mail.

Secured International mail items (Contracting Body receipted mail)

- 4.2.8. The Authority requires a delivery service where the Supplier can evidence the delivery of such items. This 'premium' service may be used where a Contracting Body requires an item to be delivered at a specified time or within a specified time window or:
- 4.2.8.1. Where the Contracting Body requires the item to be tracked through the mailing network; or
 - 4.2.8.2. Where the Contracting Body requires confirmation or proof of delivery (POD)
- 4.2.9. The Contracting Body shall determine the type of proof of delivery that is required to fulfil a specific requirement. This could include, but not be limited to:
- 4.2.9.1. Delivery, no signature required.
 - 4.2.9.2. Delivery with signature required.

Collection Times

- 4.2.10. The Supplier shall work with the Contracting Body to offer a mutually acceptable collection time in relation to the collection of Mailing Items from Contracting Body premises.
- 4.2.11. Such collection times shall ensure that delivery timescales for Mailing Items, as specified in paragraph 4.2.15 can be achieved.
- 4.2.12. The collection of Mail Items from the Contracting Body premises shall be made on a free of charge basis.
- 4.2.13. The Authority accepts that on occasions, the Contracting Body may request an urgent, un-scheduled collection. The Authority acknowledges that such collections may attract a fee, however the Authority expects the Supplier to make every effort to keep such a charge to an absolute minimum.

Undelivered Mail Items

- 4.2.14. The Supplier shall have a robust process for dealing with Mail Items which have not been delivered successfully (i.e. goneaway items or incorrectly addressed items).

Delivery Timescales

- 4.2.15. The Supplier shall provide the Contracting Body with a range of delivery options as specified below, to service the various International Mailing services as a minimum these should be:
- 4.2.15.1. EU Destinations – Within 3 working days
 - 4.2.15.2. Non-EU Destinations – Within 5 working days
 - 4.2.15.3. RoW - 5-8 working days

Bespoke Requirements

The Supplier shall offer a range of bespoke services to the Contracting Body, as a minimum these should be;

- 4.2.15.4. Spraying the appropriate mailing indicia on to items
- 4.2.15.5. Spraying a return address on to mail items
- 4.2.15.6. Spraying a Contracting Body barcode on to the mail item

Mail Integrity

- 4.2.16. The Supplier shall ensure the physical security of all Mail Items collected from each Contracting Body from time of collection to time of delivery to the Contracting Body address or to the point of hand over of the Mail Items to the Overseas Postal Authority access point.
- 4.2.17. The Supplier shall ensure that Supplier's Personnel performing security checks on mail comply with the statutory provisions of the Aviation Security (Air Cargo Agents) Regulations of 1993 & 1998 as may be amended from time to time.

Mail Inspection

- 4.2.18. The Supplier shall have reasonable rights of access to open mailing bags and inspect Mailing Items (but not their contents), in order to verify compliance with the requirements of the service. Envelopes shall remain unopened.

Track and Trace Facility

- 4.2.19. The Supplier shall provide the Contracting Body with an online and /or telephone facility to enable the tracking of mailings at individual bag/tray level, from time of collection from the Contracting Body to the point of delivery to the Overseas Postal Authority delivery office/depot. Such facilities shall be provided to the Contracting Body on a free of charge basis.
- 4.2.20. The Supplier shall provide the Contracting Body with an online and /or telephone facility to enable the tracking of secure international Mail Items at an individual mail piece level, from time of collection from the Contracting Body to the point of delivery to the addressee. A telephone

helpdesk should be made available by the Supplier to the Contracting Body; so that queries in relation to the delivery of secure International Mail items can be raised and escalated. Such facilities shall be provided to the Contracting Body on a free of charge basis.

Provision of Consumables and equipment

- 4.2.21. The Supplier shall provide Contracting Bodies with the use of the property and materials necessary for the Supplier to undertake the service obligations in the most efficient and cost effective manner. Such property and materials may include but shall not be limited to:
 - 4.2.21.1. The necessary software (including installation, training and de-commissioning) to enable the Contracting Body to interface directly with suitable approved sortation software;
 - 4.2.21.2. Label printer (including associated cables, power supply unit, installation and decommissioning);
 - 4.2.21.3. Printer consumables
 - 4.2.21.4. Labels;
 - 4.2.21.5. Mail Bags/trays;
 - 4.2.21.6. Bag ties;
 - 4.2.21.7. Manifest templates;
 - 4.2.21.8. Mail cages

Support, Training and Performance

- 4.2.22. The Supplier shall provide a comprehensive support service.
- 4.2.23. The Service must include, but shall not be limited to:
 - 4.2.23.1. Goods and services training
 - 4.2.23.2. Mail presentation training
 - 4.2.23.3. User Guides
- 4.2.24. Supplier Personnel shall meet any security criteria as laid down by the Contracting Body at the Call Off Agreement stage e.g. Disclosure and Barring Service.

4.3. PROOF OF CONCEPT PILOTS

- 4.3.1. The Supplier shall carry out pilots/trials of the goods and/or services as requested by a Contracting Body. Set up costs for any pilot shall not be charged. The duration of any pilots shall be agreed between the Contracting Body and the Supplier. However the Authority recommends that any pilot shall be for a minimum period of six months to prove the concept of the solution.
- 4.3.2. The successful conclusion of any pilot shall not guarantee the award of a longer term business or a Call Off Agreement by the Contracting Body.

THE REQUIREMENT

5. LOT 5 FRANKING MACHINES AND MAIL ROOM EQUIPMENT (INCLUDING ASSOCIATED SERVICES AND CONSUMABLES)

5.1. OVERVIEW

5.1.1. For the provision of franking machines and mail room equipment (including associated services and consumables), the Supplier shall provide a range of the Goods to addresses within the UK as directed by the Contracting Body and within the terms of this Framework Agreement and any Call Off Agreements. The Goods shall include, but shall not be limited to:

- 5.1.1.1. Franking machines & franking machine furniture (low, medium and high volume capacity)
- 5.1.1.2. Electronic postal scales and weighing platforms
- 5.1.1.3. Letter openers
- 5.1.1.4. Folder inserters
- 5.1.1.5. Addressing systems
- 5.1.1.6. All associated software
- 5.1.1.7. Consumables, including ink cartridges, labels etc.
- 5.1.1.8. Documents management systems (including software)
- 5.1.1.9. All other related equipment i.e. stackers.
- 5.1.1.10. Maintenance, support and training
- 5.1.1.11. Surveys – essentially fact-finding about existing kit ideally with vendor neutral analysis and further Contracting Body proposals (Provided following award of Contracting Body Call Off Agreement)
- 5.1.1.12. Finance offering the Contracting Body flexibility relating to the payment configuration, including usage of Lease Agreement for rental offerings, asset management etc.
- 5.1.1.13. The Supplier shall be able to provide the Contracting Body with a choice of new or refurbished machines.

New equipment

- 5.1.2. A range of new goods are required under this Framework Agreement.
- 5.1.3. The price of new goods must include delivery to point of use, installation and training.
- 5.1.4. The use of reprocessed parts in new goods is welcomed, provided that the goods performance is unaffected
- 5.1.5. Parts, consumables and non-network accessories must be available for each model at least six years after manufacture ceases.

Remanufactured equipment

A range of remanufactured equipment will be required by Contracting Bodies from time to time.

- 5.1.6. The purchase price of remanufactured goods must include delivery to point of use, installation and goods and services training.
- 5.1.7. At all times and on all documents the goods must be clearly identified as remanufactured. Remanufactured equipment should perform to the standards as specified by the Contracting Body at the time of further competition. This may include as a minimum:
 - 5.1.7.1. Provision and Use of Work Equipment (PUWER) 1998,
 - 5.1.7.2. Supply of Machinery (Safety) Regulations 2008
 - 5.1.7.3. Health and Safety Regulations 2002
 - 5.1.7.4. CE Marked supported by a Declaration of Conformity.
 - 5.1.7.5. Certification to PAS 141

This is not an exhaustive list.

- 5.1.8. Parts, consumables and non-network accessories must be available for each model at least five years after remanufacture ceases.
- 5.1.9. Suppliers shall ensure that all equipment, parts and consumables supplied to the Contracting Body under this Framework Agreement shall meet all relevant UK and EU legislation at the time of installation and/or supply.

5.2. AUTHORITY REQUIREMENTS

- 5.2.1. The Authority requirement is to ensure that a suitable range of equipment can be supplied through this Framework Agreement to fulfil the requirements of the various Contracting Body organisations which shall have access to this Framework Agreement i.e. small school or large local Contracting Body post room.
- 5.2.2. All Suppliers must offer a 12 month warranty for all items provided excluding consumables.
- 5.2.3. The Supplier shall introduce new goods and /or services to the Framework Agreement (including the catalogue) throughout the duration of the Framework Agreement, please see Appendix A to this specification.
- 5.2.4. All ink supplied with a new Franking Machine must contain the same amount of ink as an 'off the shelf' standard capacity consumable cartridge.
- 5.2.5. Any equipment supplied/offered should have the capability for network connectivity to networks which can differ widely in their configuration.
- 5.2.6. Where the Contracting Body specifies that the equipment or associated services includes the supply of software, the Supplier shall ensure that a licence to use that software is granted to the Contracting Body.
- 5.2.7. All equipment supplied through this Framework Agreement must be provided inclusive of delivery, installation and configuration; unless in the case of a self-installation model.
- 5.2.8. The Supplier shall ensure that any equipment supplied under this Framework Agreement is multi-carrier enabled i.e. will allow the

- Contracting Body the right to choose which mail carrier it elects to use. Any limitations or restrictions should be confirmed in advance.
- 5.2.9. The Supplier shall ensure that machines and equipment supplied under this agreement shall be compatible with a range of envelopes. Any limitations shall be detailed.
 - 5.2.10. Equipment shall be capable of operation and maintenance for at least 5 years from the acceptance date by the Contracting Body.
 - 5.2.11. The Supplier shall submit the date of manufacture for all items provided.
 - 5.2.12. Due to changing requirements, it may be necessary to occasionally replace a machine with a different model. In these circumstances the Contracting Body reserves the right to upgrade or downgrade the machine within the Suppliers accepted range at any time without incurring any redemption penalty on the original machine.

Associated Services

- 5.2.13. Where required by the Contracting Body, associated services to be incorporated into this requirement will include as a minimum:
 - 5.2.13.1. Installation
 - 5.2.13.2. Configuration
 - 5.2.13.3. Disposal
 - 5.2.13.4. Maintenance/support services
 - 5.2.13.5. Training
 - 5.2.13.6. Consumables
 - 5.2.13.7. Re-crediting Services
- 5.2.14. The associated services shall be supplied and rendered by appropriately experienced, qualified and trained Supplier Personnel with all due skill, care and diligence.
- 5.2.15. The Supplier shall undertake a full site survey and connectivity report, prior to formal acceptance of any order, to ensure fitness for purpose to meet the Contracting Body's required specification.
- 5.2.16. The Supplier shall be required to liaise with the Contracting Body to confirm the suitability of their network requirements and operational software being proposed where appropriate to the solution being proposed.
- 5.2.17. The Supplier shall confirm with the Contracting Body the implications and approach to asset tagging and asset identification where appropriate.
- 5.2.18. Where software is part of the solution procured by the Contracting Body, the Supplier shall confirm with the Contracting Body's IT management teams the IT hardware requirements for operating the software including server data storage space to accommodate the proposed solution.
- 5.2.19. All survey and connectivity reports are to be agreed and signed by both the Contracting Body and the Supplier.

Parts and Consumables

- 5.2.20. The Supplier shall ensure unconstrained availability of consumables for equipment supplied for the duration of the Framework Agreement and any Call Off Agreements.
- 5.2.21. The Supplier shall ensure that Contracting Bodies are offered choice in the provision of ink cartridges for the supplied Franking Machine.
- 5.2.22. Deliveries of consumables are required to locations as specified by the Contracting Body; this may include direct delivery to a Contracting Body or office location.
- 5.2.23. All packaging used in the supply of consumables shall bear the official order number or Contracting Body details and be marked clearly for the individual delivery point.
- 5.2.24. All replacement parts, consumables and non-network accessories shall be made available by the Supplier for a minimum of 6 years after goods production ceases.

Delivery and Installation

- 5.2.25. Deliveries will be required to be made by the Supplier to locations as specified by the Contracting Bodies and within the purchase order. This may include direct delivery to a Contracting Body or their office location. The Supplier shall facilitate this at no extra cost. It is the responsibility of the Supplier to ensure that they obtain all relevant information on access to the point of installation, and the responsibility of those placing orders to supply the information requested.
- 5.2.26. Standard delivery of equipment supplied under this Framework Agreement will include installation, power-on test and configuration to Contracting Body requirements (including to a network PC if necessary).
- 5.2.27. All equipment shall be supplied with a standard UK power connection.
- 5.2.28. Standard delivery and installation must include an initial on-site training or advice session to the Contracting Body's nominated staff on all operational aspects of the goods.
- 5.2.29. All equipment must be shipped price inclusive of all necessary cables and connectors required for normal operation of the equipment.
- 5.2.30. Equipment weighing more than 20 kg shall be delivered and installed in the location determined by the Contracting Body, subject to there being sufficient power and/or ventilation, reasonable access and sufficient load-bearing capability to ensure satisfactory working of the equipment. This shall be agreed in advance between the Supplier and the Contracting Body.
- 5.2.31. The Supplier shall ensure that all equipment is unpacked, sited and configured at time of installation and all packaging material shall be removed from the Contracting Body site.
- 5.2.32. All equipment shall be accompanied by all necessary documentation, i.e. operation instructions, technical specifications, safety precautions.

Usage information and Reports

- 5.2.33. The Supplier shall provide to the Contracting Bodies an on-line facility for the download of usage data specific to their individual account including the varying 'parent/child' relationships within the relevant organisations where required by the Contracting Body.

12 Month Warranty Cover

- 5.2.34. All goods and/or equipment supplied through this Framework Agreement must be subject to a 12 month guarantee/warranty as detailed in the Call Off Agreement. Within this period, any machine with a defect is to be repaired or replaced. The warranty should provide protection against manufacturing faults as a minimum. The Supplier shall provide web and telephone based first line response for warranty cover.
- 5.2.35. Contracting Bodies at their discretion, will receive from the Supplier a like-for-like or better replacement Franking Machine or piece of equipment should they encounter:
- a) 3 faults caused by the same component or sub-assembly; or
 - b) any 5 faults on a Franking Machine.
- 5.2.36. No restriction will be placed on the warranty in relation to the use of third party consumables; except in cases where it has been proven beyond reasonable doubt that damage to the machine has been caused by said consumable.

Added Value – Managed Service

- 5.2.37. Under the added value mailroom management option, the Framework Agreement will enable the Supplier to offer a totally comprehensive and flexible delivery model that is tailored to the requirements of the Contracting Body. The aims of the managed service are:
- 5.2.37.1. Reduced cost
 - 5.2.37.2. Reduced space and environmental impact
 - 5.2.37.3. Operating efficiencies
 - 5.2.37.4. Increased access to discounts and benefits from developments in the postal services market
 - 5.2.37.5. Service and quality improvement
 - 5.2.37.6. Inter-department and inter-organisation aggregation and collaboration
 - 5.2.37.7. Improved mailroom asset management

- 5.2.38. In order to achieve the above, the service may include but shall not be limited to the following:

Analysis of Mail Room Operation

- 5.2.38.1. Mail room audit
- 5.2.38.2. Assessment of operations and efficiency
- 5.2.38.3. Assessment of current equipment and systems
- 5.2.38.4. Assessment of staff utilisation
- 5.2.38.5. Analysis of Mail Profile
- 5.2.38.6. Identifying opportunities for aggregation and collaboration both internally and externally

Recommendations

- 5.2.38.7. Proposals to improve mail accuracy
- 5.2.38.8. Proposals to improve staff utilisation
- 5.2.38.9. Proposals to improve postal rates achieved
- 5.2.38.10. Development of new operating procedures
- 5.2.38.11. Recommended hardware and software

Goods and Services

- 5.2.39. Franking solutions
- 5.2.40. Mail management
- 5.2.41. Associated goods and services

Re-siting of Goods

- 5.2.42. Re-siting should be free of charge unless the Supplier and the Contracting Body have agreed previously that the re-siting is chargeable e.g. in the absence of lifts and the Supplier has received an authorised purchase Order. Any re-siting of goods should be invoiced to the Contracting Body 'at cost' with no additional margin added.

Management of Goods Fleet: Flexibility

- 5.2.43. The Authority expects flexibility from the Supplier in the management of the Contracting Body fleet, without payment of a settlement charge, where the goods is redundant due to re-organisation; merger or closure and all reasonable efforts have been made to re-site the goods within the location concerned.
- 5.2.44. The Supplier should explore opportunities where redundant devices may be re-situated across other areas of the public sector which are fit-for-purpose and where clear efficiencies can be illustrated to both the 'existing' and 'new' Contracting Bodies.

5.2.45. In addition, flexibility will also be needed:

- 5.2.45.1. Where a Contracting Body has goods that do not match the output requirement, i.e. a different specification may be required.
- 5.2.45.2. Where funding is withdrawn and a Contracting Body is no longer able to meet its obligations under the Lease Agreement.
- 5.2.45.3. Where a private finance (or similar) programme comes into effect.

Upgrade and Downgrade

5.2.46. In accordance with paragraph 5.2.12 above, there will be a requirement from time to time, for Contracting Bodies to upgrade or downgrade existing goods to more suitable goods due to a change in circumstances.

5.3. MAINTENANCE, SUPPORT AND PERFORMANCE

Maintenance Service

- 5.3.1. The Supplier shall provide a comprehensive maintenance service that is capable of fulfilling the demands of the individual Contracting Bodies. The maintenance service is mandatory requirement regardless of whether goods supplied under this Framework Agreement is leased or purchased.
- 5.3.2. The maintenance service must include installation, testing, connection to the network, goods training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support and firmware. Supplier's Personnel carrying out any of these services must be fully trained to manufacturer's specification.
- 5.3.3. Supplier's Personnel must be fully trained and qualified by the manufacturer to service equipment/goods.
- 5.3.4. The Supplier will be required to collect and dispose of all redundant replaced spare parts associated with the Call Off Agreement in accordance with WEEE Regulations – the Contracting Body's own facilities should not be used unless written agreement has been provided.

Support

- 5.3.5. The Supplier shall assist Contracting Bodies to achieve value for money and savings.
- 5.3.6. Suppliers must have the ability to provide bespoke 'Service Wraps' specifically for this Framework Agreement. These are to be included in all catalogues and correspondence under the titles given below. The core objective of these Service Wraps is to deliver the absolute best value for money for low, mid and high volume requirements.

5.3.7. The minimum requirements for each of these Service Wraps are detailed below:

- 5.3.7.1. **NFMA Basic**
Annual Royal Mail Inspection

All Royal Mail and Parcelforce rate updates
- 5.3.7.2. **NFMA Next Day Cover**
Annual Royal Mail Inspection

All Royal Mail and Parcelforce rate updates

Next Day Engineer Callout
- 5.3.7.3. **NFMA Same Day Cover**
Annual Royal Mail Inspection

All Royal Mail and Parcelforce rate updates

Same Day Engineer Callout

Preventative Maintenance
- 5.3.7.4. **NFMA 4 Hour Cover**
Annual Royal Mail Inspection

All Royal Mail and Parcelforce rate updates

4 Hour Engineer Callout

Preventative Maintenance

5.4. FINANCIAL SERVICES

Re-Crediting of Franking Machines

- 5.4.1. Suppliers shall ensure that a range of top-up facilities are provided in relation to the provision of Franking Machines, as a minimum these should be:
 - 5.4.1.1. Online top up facility
 - 5.4.1.2. Ability for Contracting Body to top up the Franking Machines according to the size of the Franking Machine
 - 5.4.1.3. Pricing for rate changes
 - 5.4.1.4. Re-crediting charges

- 5.4.2. Suppliers shall not charge a transaction charge for top up or re-crediting.
- 5.4.3. Franking Machines supplied by the Supplier through this Framework Agreement must be supported with re-crediting facilities for a minimum of 6 years from the date of sale.
- 5.4.4. Telephone numbers with UK national rate tariff shall be used for re-crediting.

Purchasing and Lease

- 5.4.5. Contracting Bodies will have the option of either capital purchase or lease of equipment supplied through this Framework Agreement.

Lease

- 5.4.6. The most critical requirement is for the provision of operating leases in line with International Accounting Standards (IAS 17).
- 5.4.7. A range of lease options is required, for durations of 3, 4 and 5 years (a maximum of 6 years). From time to time other options may be required and will be agreed between the Contracting Body and the Supplier using the terms and conditions of the Lease Agreement. Residual values for equipment/goods leased over a primary period will be 40% for 3 year leases; 30% for 4 year leases; 20% for 5 year leases and 20% for 6 year leases.
- 5.4.8. Contracting Bodies will be able, at their option, to enter into a secondary period, subject to agreement by the Supplier. Secondary terms will not extend beyond 5 years (from the date of the initial primary period contract commencement date) During the secondary lease period the Contracting Body will pay the residual from the primary period (for primary lease periods upto 6 years) on the same rate basis, with the same mail costs as the primary period unless subsequently reduced by the Supplier.
- 5.4.9. Where there are additions to a good after its installation and extra lease finance is required, then that new finance will be co-terminus with the original good.

5.5. PROOF OF CONCEPT PILOTS

- 5.5.1. The Supplier shall carry out Proof of Concept (POC) pilot of the goods and/or services as requested by Contracting Body. Such pilots shall be carried out on a free of charge basis. The duration of such pilots shall be agreed between the Contracting Body and the Supplier with agreed milestone dates. However the Authority recommends that such pilot shall be for a minimum period of six months to prove the concept of the solution.
- 5.5.2. The POC pilot if successful should be awarded to the successful Supplier on completion of the POC, provided before entering into a Call Off Agreement that a strict implementation procedure and plan is agreed before the POC commences.

THE REQUIREMENT

6. LOT 6: ON SITE INBOUND MAIL SOLUTION (including On Site Digital Enablement Software Solutions)

6.1. OVERVIEW

6.1.1. The Authority is seeking Suppliers that are able to offer Contracting Bodies a variety of delivery services/solutions for Mail Items being returned to Contracting Body premises from their customers/end users, as a minimum these should be:

- 6.1.1.1. Timed Delivery Services – whereby physical mail is delivered by the Supplier to an agreed Contracting Body location at an agreed time.
- 6.1.1.2. Pre-sorted deliveries – whereby physical mail is sorted by the Supplier in to pre-agreed selections (i.e. by floor, by Department etc.) and then delivered by the Supplier to an agreed Contracting Body location.
- 6.1.1.3. Reply Services – which allows the Contracting Body to pay in advance for the responses it received from their customers/end users
- 6.1.1.4. Numbered box services
- 6.1.1.5. Tracked/signed for services
- 6.1.1.6. Post opening services
- 6.1.1.7. Provision of software to enable the Contracting Bodies to:
 - 6.1.1.7.1. Electronically distribute scanned items of mail around the Contracting Body's organisation
 - 6.1.1.7.2. E-communications solutions i.e. text messaging (SMS), secure email, secure web-portal.
 - 6.1.1.7.3. Archive solutions
 - 6.1.1.7.4. Indexing solutions
- 6.1.1.8. X-ray solutions
- 6.1.1.9. A reliable support and service infrastructure (including support/service desk);
- 6.1.1.10. A 24 hour/7 days a week support/service (as detailed at further competition stage);
- 6.1.1.11. the ability to support and integrate with different operating systems (e.g. Windows, Linux) (as detailed at further competition stage);
- 6.1.1.12. the ability to support and integrate with varying accounting and document management systems (as detailed at further competition stage);
- 6.1.1.13. the ability to offer bespoke/off the shelf software to enable e-solutions to be utilised to drive down mail costs; as a minimum these should be unlimited text messaging (SMS), secure email, secure web-portal access.

- 6.1.2. The On Site Inbound Mail Solutions offered should ensure that it plays an integral part in tackling the challenges brought about by the information age by:
 - 6.1.2.1. reducing Contracting Body costs
 - 6.1.2.2. increasing the efficiency and sustainability of organisations document workflows
 - 6.1.2.3. facilitating better governance and compliance

6.2. AUTHORITY REQUIREMENTS

Basic Services:

- 6.2.1. For those Contracting Bodies who have a requirement for their Mail Items to be delivered to their premises, the Supplier shall offer the Contracting Bodies a full range of Onsite Inbound Mail Delivery Solutions including:
 - 6.2.1.1. Timed Delivery Services
 - 6.2.1.2. Pre-sorted Deliveries
 - 6.2.1.3. Numbered Box Services
 - 6.2.1.4. Tracked/signed for services
- 6.2.2. The Supplier shall collate all Mail Items addressed to the Contracting Body and deliver the items to the Contracting Body premises at a time agreed between the Supplier and the Contracting Body.
- 6.2.3. The Supplier shall offer the Contracting Body firm and realistic times for the delivery of mail under these services.
- 6.2.4. Where required by the Contracting Body, the Supplier shall collate all Mail Items addressed to the Contracting Body and sort the items into a pre-agreed format prior to the delivery of the items to the Contracting Body premises. The required level of sortation shall be agreed between the Supplier and the Contracting Body. This could include:
 - 6.2.4.1. Individual named personnel
 - 6.2.4.2. Departmental Level
 - 6.2.4.3. Floor Level within a building
- 6.2.5. The Supplier and the Contracting Body shall agree in advance where the mail delivery point(s) shall be. This could be to one location or multiple locations within the Contracting Body premises. This may also require the Supplier to deliver mail to different floors within the Contracting Body's building.
- 6.2.6. Where required by the Contracting Body, the Supplier shall offer the Contracting Body the provision of a numbered box service which will allow the Contracting Body to collect the mail from the physical box. The Contracting Body may require the numbered box to be located on their premises or at an alternative address. The location of the box will be agreed between the Contracting Body and the Supplier.
- 6.2.7. The Supplier shall provide the Contracting Body with an address for the numbered box which can be used in all correspondence issued by the Contracting Body. Where appropriate and where required by the

- Contracting Body, the address of the numbered box should keep the actual address of the Contracting Body anonymous from its customers/end users.
- 6.2.8. The Supplier shall deliver all Mail Items addressed to the numbered box at a time agreed between the Supplier and the Contracting Body.
 - 6.2.9. The Supplier shall ensure the physical security of all Mail Items in its possession from the time of collection to the time of delivery to the agreed Contracting Body delivery point.
 - 6.2.10. Where required by the Contracting Body, the Supplier solution should be capable of offering a tracking solution, so that the Contracting Body has proof of delivery by the Supplier or so that Mail Items can be tracked internally once delivered. This may require but not be limited to the Supplier affixing a barcode to an item or batch of items, which will enable them to be scanned at the Contracting Body site. Such solutions shall be agreed between the Supplier and the Contracting Body.
 - 6.2.11. Where required by the Contracting Body, the Supplier will date stamp all Mail Items.
 - 6.2.12. All Mail Items shall remain unopened, unless the Contracting Body has agreed in writing that the items can be opened by the Supplier prior to the delivery at the Contracting Body delivery point. Such agreement will be made in advance between the Supplier and the Contracting Body including any security requirements associated with such a provision.
 - 6.2.13. All Contracting Body requirements shall be agreed between the Supplier and Contracting Body in advance.
 - 6.2.14. Suppliers shall ensure that all Supplier personnel involved in the delivery of the Contracting Body requirements are vetted, instructed and trained by the Supplier to ensure that Contracting Bodies security, safety and confidentiality requirements are met in full by the Supplier's personnel at all times.

Mail Screening

- 6.2.15. As part of the Onsite Inbound Mail Solution, the Supplier shall screen Mail Items for a range of hazardous items and materials. This Service should be performed in a safe and secure off-site facility prior to final delivery to the Contracting Body premises.
- 6.2.16. The Supplier shall collect/receive all mail types from mail carriers and other appropriate organisations.
- 6.2.17. Suppliers shall have the equipment and procedures in place to identify and manage the safe disposal of the hazards identified in the table below:

Group:	Description:	Including:
1.	Discrete threat objects and bulk materials	Explosive and incendiary devices, firearms and ammunition, knives, blades and other sharp items, offensive material, bulk chemicals, bulk biological materials, bulk radiological materials
2.	White powders	Hazardous chemicals (explosive & narcotic), goods with a crystalline, waxy or liquid nature, goods which may be present in small quantities which are not identifiable via methods used in Group 1.

- 6.2.18. The Supplier shall ensure that all equipment used in the provision of its mail screening services is kept up to date and that there is a process in place to update equipment and processes to take on board any new threats which are identified through the life of the Framework Agreement.
- 6.2.19. Standard operating procedures must be provided to show how the Supplier will identify, contain and respond appropriately to any threat found at any stage of the mail screening process.
- 6.2.20. The Supplier shall ensure that they provide a suitable number of Supplier personnel trained to use the screening equipment at all times. The number of trained Personnel shall respond to fluctuations in demand and also for planned and unplanned absence.
- 6.2.21. The Supplier must ensure that adequate support and maintenance arrangements are in place for all screening equipment to ensure that operations are not affected by planned or unplanned machine downtime.
- 6.2.22. Should canine screening be required by the Contracting Body, the Supplier shall provide sufficient canine resource to search all mail deliveries for identified sites, and fully comply with animal welfare legislation.
- 6.2.23. The Supplier may be required to facilitate the provision of a more specialist service by Contracting Bodies. Such requests will be defined by the Contracting Body at Call Off stage.

Post Opening:

- 6.2.24. Where required by the Contracting Body, the Supplier shall open mail on site at the Contracting Body premises. Supplier personnel performing this requirement shall ensure that they comply at all times with the health and safety requirements and security policies and procedures of the Contracting Body.

On Site Digital Enablement Software Solutions -

- 6.2.25. The On Site Digital Enablement Software Solutions shall be installed at the Contracting Body's premises to be operated by the Contracting Body's staff unless stated otherwise at Call Off Agreement stage.
- 6.2.26. Where the Contracting Body has a requirement for their Mail Items to be scanned, electronically delivered, indexed and archived, the Supplier's software solution shall have the ability to transfer low to high volume paper records into a digital format within agreed timescales. Documents once converted will need to be accessible by Contracting Bodies utilising this service through an intuitive electronic search database for instant retrieval.
- 6.2.27. The Suppliers solution shall be capable of being able to accommodate document originals in many formats including, but not limited to, hand written notes, mono and colour documentation etc.
- 6.2.28. The Suppliers solution must be capable of ensuring that scanned documents can be saved in both PDF and other contemporary formats as specified by the Contracting Bodies at Call Off Agreement stage Similarly, the facility must include the ability to record, catalogue or number images as required.

6.2.29. The Suppliers solution shall utilise as far as possible, any existing equipment owned or leased by the Contracting Body. Including but not limited to:

- 6.2.29.1. Scanners
- 6.2.29.2. Letter opening equipment
- 6.2.29.3. Servers

6.2.30. The Suppliers shall work with the Contracting Body to implement a secure solution and one which is compatible with the security requirements of the Contracting Body's organisation. This could include:

- 6.2.30.1. ISO 27001
- 6.2.30.2. N3 (the national broadband network for the English National Health Service (NHS))
- 6.2.30.3. Code of Connection (CoCo) Compliance
- 6.2.30.4. Government Connection Code (GCSX)
- 6.2.30.5. Citrix Secure Gateway

6.2.31. The Supplier shall work with the Contracting Body to implement a secure solution and one which is compatible with the Contracting Body's internal operating systems. This could include but shall not be limited to:

- 6.2.31.1. Thin Client systems
- 6.2.31.2. Fat Client systems
- 6.2.31.3. Internet Explorer, Google, Firefox etc.
- 6.2.31.4. Web plug-ins
- 6.2.31.5. Flash, Java, Silverlight
- 6.2.31.6. Windows XP, 7, 8 etc.
- 6.2.31.7. Screen Reader software and other disability adaptation software

6.2.32. The most critical requirement is for the provision of a solution which will enable the Contracting Body to perform an On Site Digital Enablement Software Solutions utilising existing kit or equipment.

6.2.33. To achieve extensive network usage, the provision of supporting software is also critical. Any such software or drivers should be tested and should comply with the Contracting Body's existing infrastructure.

6.2.34. A range of open architecture, technology neutral software is required, including software which will enable the scanning, electronic delivery, indexing and archiving of Mail Items within the Contracting Body organisation. All software referred to in the scope of the Framework Agreement must be available within the Supplier's goods and services portfolio and shall clearly communicate the software manufacturer and level of support provided/required.

6.2.35. Wholly bespoke software or customisation of standard software may be required and will be subject to specifications and terms agreed between the Contracting Body and the Supplier at the Call Off Agreement stage.

6.2.36. Purchase price for software should include delivery and installation. Suppliers shall make Contracting Bodies aware of how the software is licensed; all upgrade and refresh costs, version notification and control against associated hardware and legacy software.

- 6.2.36.1. The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Contracting Body.
- 6.2.36.2. The provision of software packages procured under this Framework Agreement will normally be on the basis of a co-terminus deal, unless otherwise specified by the Contracting Body at the Call Off Agreement stage.
- 6.2.36.3. Any software or drivers should be tested with all mission critical applications as defined by the Contracting Body.

6.3. SOFTWARE

- 6.3.1. The Authority recognises and accepts that Supplier solutions will vary and that whilst some Supplier solutions will require no software at all in order to deliver the Onsite Inbound Mail Solution, others will require the provision of supporting software. Any such software or drivers should be tested and comply with the Contracting Body's existing infrastructure.
- 6.3.2. Where the Supplier's solution is centred on the provision of software i.e. in the provision of an On Site Digital Enablement Software Solutions, the following should be demonstrated:
 - 6.3.2.1. A range of open architecture software may be required, including, as a priority, where appropriate software for clustering/consolidation, accounting, email notification etc. All software referred to in the scope of the Framework Agreement must be available within the Supplier's goods and services portfolio and must clearly communicate the software manufacturer and level of support provided.
 - 6.3.2.2. The software, including version used, must be maintained and supported at least until the goods and services for use with which it was installed are no longer in use.
 - 6.3.2.3. Wholly bespoke software or customisation of standard software may be required and will be subject to specifications and terms agreed between the Contracting Body and the Supplier.
 - 6.3.2.4. Purchase price for software should include delivery and installation. The Supplier shall make Contracting Bodies aware of how the software is licensed; all upgrade and refresh costs, version notification and control against associated hardware and legacy software.
 - 6.3.2.5. The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Contracting Body.
 - 6.3.2.6. The provision of software packages procured under this Framework Agreement will normally be on the basis of a co-terminus deal, unless otherwise specified by the Contracting Body.
 - 6.3.2.7. Any software or drivers should be tested with all mission critical applications as defined by the Contracting Body.
 - 6.3.2.8. The Supplier shall offer a comprehensive maintenance and support package.

Hosting Services

- 6.3.3. Data handling and validation may include the provision of the following services:
 - 6.3.3.1. Development of the specification of data extracts;
 - 6.3.3.2. Physical, secure transfer of extract data from source systems in multiple organisations to the location where the validation and loading process is to be undertaken;
 - 6.3.3.3. Regular refreshing of extract data, to support a refresh schedule throughout the lifetime of this Framework Agreement and any Call-Off Agreements;
 - 6.3.3.4. Processing capability for checking the quality and completeness of source data and to facilitate the ability to correct data errors within the source data prior to loading into the solution;
 - 6.3.3.5. Management of continuous improvement of data quality, through an iterative cleansing and mapping process;
 - 6.3.3.6. Building, operating, hosting and maintaining an analysis database ensuring that it is appropriately structured and optimised and has sufficient hardware resources to operate efficiently and effectively;
 - 6.3.3.7. Loading all extract data into this analysis database.

Software support & maintenance

- 6.3.4. Suppliers shall provide a catalogue of prices for support and maintenance of their systems which will be freely available for Contracting Bodies to utilise when purchasing support and maintenance services. These support and maintenance services will include as a minimum;
 - 6.3.4.1. Catalogue content
 - 6.3.4.1.1. The catalogue acts as the only route for Contracting Bodies to enter into Call Off Agreements via direct award.
 - 6.3.4.1.2. The catalogue must include but shall not be limited to the provision of the following goods and services:
 - 6.3.4.1.2.1 Licences for individual software modules
 - 6.3.4.1.2.2 Licences for common configurations of modules for whole systems
 - 6.3.4.1.2.3 Consultancy rates for installation, integration, application design, systems architecture, data migration and software development
 - 6.3.4.1.2.4 Support and maintenance services

- 6.3.4.2. The Supplier shall manage the catalogue as follows;
- 6.3.4.2.1. Ensure pricing submitted for the catalogue remains current for at least one calendar year and that a live catalogue remains in place throughout the Framework Period.
 - 6.3.4.2.2. Review the catalogue content, including pricing, at least once every calendar year.
 - 6.3.4.2.3. Ensure that the catalogues are submitted to the Authority in the correct format and with all required content.
 - 6.3.4.2.4. Ensure that all sales related to a catalogue purchases are recorded and reported appropriately to the Authority via their monthly Management Information return.

Delivery

- 6.3.5. The Supplier shall notify the Contracting Bodies of the expected delivery date for each placement.
- 6.3.6. The Supplier shall provide regular updates to the Contracting Bodies to ensure project progress is monitored with the reporting frequency to be agreed on a case by case basis, with the Contracting Body.

Installation and Training

- 6.3.7. The Supplier shall provide a project plan to the Contracting Body detailing the installation and training process.
- 6.3.8. Installation, testing and on-site/off-site training or re-training shall be provided in support of each and every solution at no additional cost.
- 6.3.9. Close liaison (prior, ongoing & post installation) with the Contracting Body's IT management teams will be required on an ongoing basis.
- 6.3.10. Training shall be ongoing, unless the Supplier and the Contracting Body agree that the primary operators have achieved a competent level of training
- 6.3.11. The Supplier shall record the frequency and training content with a view to regular updates to the Contracting Body, with the reporting frequency to be agreed on a case by case basis, with each Contracting Body.

Service Response Times

- 6.3.12. The Supplier shall provide a comprehensive maintenance service that is capable of fulfilling the demands of Contracting Bodies for all software supplied in the provision of the solution.

6.4. MAINTENANCE, SUPPORT AND PERFORMANCE

- 6.4.1. Where software is provided to support the provision of an On Site Digital Enablement Software Solutions, it is essential that the Supplier can provide a comprehensive maintenance service that is capable of fulfilling the demands of the individual Contracting Body. The maintenance service is mandatory requirement regardless of whether software is leased or purchased.
- 6.4.2. The service must include installation, testing, connection to the network, goods and services training, preventative and breakdown maintenance,

maintenance for free of charge software, remote support, network support and firmware. Technicians carrying out any of these services must be fully trained to manufacturer's specification.

- 6.4.3. The Supplier shall ensure that the maintenance and support provided reduces the risk of downtime, and ensuring business continuity as a result.

Electronic Fault Reporting

- 6.4.4. Where appropriate or requested, all software supplied must be capable of alerting the Contracting Body as to its functional status. This will include alerts for defects, poor quality print, engineer required and any fault that will cause loss of functionality to the service or for the service to be in any way unusable. Alerts will be sent to an agreed e-mail address. The e-mail must not include any information that could be used to breach agreed security.
- 6.4.5. Where e-maintenance is offered the solution must be capable of alerting the Supplier as to its functional status and the Supplier must react to an alert as soon as it is received.

Business recovery

- 6.4.6. The Supplier will have business recovery plans in place in respect of all its service offerings and must be able to provide copies of the plans where requested to do so by the Authority or Contracting Bodies.

E – maintenance/remote services

- 6.4.7. An e-maintenance/remote service shall be offered by the Supplier. This service will be designed to negate or decrease the level of contracting body required interaction between the end-user and the Suppliers' solutions. Wherever possible, this should include OEM/multi-vendor/legacy goods and services.

Help Desk

- 6.4.8. The Supplier shall make available to the Contracting Body a single point of contact capable of logging and dealing with all service/maintenance/support/IT infrastructure faults or calls in order to respond accordingly.

Service Desk

- 6.4.9. The Service Desk acts as the primary user interface between the Contracting Body's IT users and the information system function. The role of the Service Desk is to take ownership of all calls made to it, and to ensure that the Contracting Bodies are provided with incident resolutions.
- 6.4.10. The Service Desk shall be ITIL compliant and may include, but shall not be limited to, the provision of the following services:
 - 6.4.10.1. A logical 'Single Point of Contact' for all user contacts
 - 6.4.10.2. Contacts can be by telephone, email, and fax.
 - 6.4.10.3. Contact answering
 - 6.4.10.4. Accurate recording of all contacts
 - 6.4.10.5. Timely updating of contact data
 - 6.4.10.6. Contact categorisation including contact type and severity levels
 - 6.4.10.7. Contact prioritisation
 - 6.4.10.8. Instigation of escalation procedures as appropriate
 - 6.4.10.9. Direct and prompt resolution of contacts
 - 6.4.10.10. Providing timely and accurate information to users
 - 6.4.10.11. Obtaining Contracting Body's agreement or signoff prior to the closure of any contact
 - 6.4.10.12. Active ownership, tracking and management of all contacts within scope – to ensure contacts are resolved
 - 6.4.10.13. To keep the caller updated of the status of any contact where they are unlikely to be resolved or completed within the agreed time
 - 6.4.10.14. To update appropriate IT and user management of the status of all high priority and service affecting contacts
 - 6.4.10.15. Where necessary provide on-site support to the repair process

Out of hours maintenance and support

- 6.4.11. The Supplier shall agree with the Contracting Body a process whereby 'out of hours' support is made available when required. The conditions and costs associated with this support will be agreed on an individual basis between the Contracting Body and the Supplier at the Call Off Agreement stage.

Disaster recovery services

- 6.4.12. The Supplier shall provide to the Contracting Body their Disaster Recovery Plan. This plan should relate to the types of services/support the Supplier has been contracted to provide.

Maintenance Services

- 6.4.13. The provision of maintenance services for software applications within the scope of this Lot (inclusive of any customisation) as a minimum these should be:

- 6.4.13.1. Break-fix support
- 6.4.13.2. Advisory services on the implementation of pre-built patches that the Contracting Body has rights to deploy/is licensed to use by the relevant software owner
- 6.4.13.3. Development, testing and implementation of bug fixes (or such bug fixes where available from the relevant software owner, advisory services in the implementation thereof)
- 6.4.13.4. Development, testing and implementation of workarounds where bug fix is not possible (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
- 6.4.13.5. Development, testing and implementation of all necessary updates to ensure that the software undertakes all processing in line with all appropriate taxation, law and regulation (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
- 6.4.13.6. Monitoring of the operation of the software in order to assure application and information availability and integrity
- 6.4.13.7. Provision of a knowledge-base of known issues and solutions in respect of the software
- 6.4.13.8. Provision of release notes to customers
- 6.4.13.9. Assistance with upgrading, replacing, or otherwise changing the software

User Support

- 6.4.14. User support may include but shall not be limited to the provision of the following services;
 - 6.4.14.1. Access to user documentation pertaining to the solution, including system manuals, User Guides, on-line help, FAQs;
 - 6.4.14.2. Updating of documentation to reflect new versions of the Supplier solution;
 - 6.4.14.3. Provision of operational support as part of their application management service;
 - 6.4.14.4. Provision of second line operational support and help desk services to the Contracting Bodies users in respect of the solution and its associated activities investigation and resolution of all technical issues arising from reported problems;
 - 6.4.14.5. Provision of a single service management system for incident management, problem resolution and change management, with a designated account manager as a single point of contact for user support

6.5. FINANCIAL SERVICES

Purchasing and Lease

- 6.5.1. Contracting Bodies will have the option of either capital purchase or lease of Software supplied through this Framework Agreement

Lease

- 6.5.2. The most critical requirement is for the provision of operating leases in line with International Accounting Standards (IAS 17).
- 6.5.3. A range of lease options is required, for durations of 3, 4 and 5 years (a maximum of 6 years). From time to time other options may be required and will be agreed between the Contracting Body and the Supplier using the terms and conditions of the Lease Agreement.
- 6.5.4. Contracting Bodies will be able, at their option, to enter into a secondary period, subject to agreement by the Supplier. Secondary terms will not extend beyond 5 years (from the date of the initial primary period contract commencement date) During the secondary lease period the Contracting Body will pay the residual from the primary period (for primary lease periods up to 6 years) on the same rate basis, with the same mail costs as the primary period unless subsequently reduced by the Supplier.
- 6.5.5. Where there are additions to Software after its installation and extra lease finance is required, then that new finance will be coterminous with the original agreement.

6.6. PROOF OF CONCEPT PILOTS

- 6.6.1. The successful Supplier shall carry out Proof of Concept (POC) pilot of the goods and/or services as requested by Contracting Body. Such pilots shall be carried out on a free of charge basis. The duration of such pilots shall be agreed between the Contracting Body and the Supplier with agreed milestone dates. However the Authority recommends that such pilot shall be for a minimum period of six months to prove the concept of the solution.
- 6.6.2. The POC pilot if successful should be awarded to the successful Supplier on completion of the POC, provided before entering into a Call Off Agreement that a strict implementation procedure and plan is agreed before the POC commences.

THE REQUIREMENT

7. LOT 7: OFF SITE DIGITAL INBOUND MAIL SOLUTION

7.1. OVERVIEW

7.1.1. The Authority's requirement is Suppliers that are able to offer Contracting Bodies a variety of delivery services/solutions for Mail Items being returned to Contracting Body premises from their customers/end users, as a minimum these should be:

- 7.1.1.1. Post opening services
- 7.1.1.2. Post scanning services
- 7.1.1.3. Electronic distribution of items within the Contracting Body's organisation
- 7.1.1.4. Archive solutions
- 7.1.1.5. Indexing solutions
- 7.1.1.6. Secure destruction of physical items
- 7.1.1.7. Banking services for cashable items received by the Contracting Bodies.
- 7.1.1.8. 'Cherished'/valuable document handling process to ensure the timely repatriation of the item to the customer of the Contracting Body
- 7.1.1.9. a reliable support and service infrastructure (including support/service desk);
- 7.1.1.10. a 24 hour/7 days a week support/service (as detailed at further competition stage);
- 7.1.1.11. the ability to support and integrate with different operating systems (e.g. Windows, Linux) (as detailed at further competition stage);
- 7.1.1.12. the ability to support and integrate with varying accounting and document management systems (as detailed at further competition stage);
- 7.1.1.13. the ability to offer bespoke/off the shelf software to enable e-solutions to be utilised to drive down mail costs, including but not limited to unlimited text messaging (SMS), secure email, secure web-portal access.

7.1.2. The Off Site Digital Inbound Mail Solutions offered should ensure that it plays an integral part in tackling the challenges brought about by the information age by:

- 7.1.2.1. Reducing Contracting Body costs
- 7.1.2.2. Increasing the efficiency and sustainability of organisations document workflows
- 7.1.2.3. Facilitating better governance and compliance

7.2. AUTHORITY REQUIREMENTS

- 7.2.1. The Authority is seeking to award a Framework Agreement which shall allow Contracting Bodies access to a range of Off Site Digital Inbound Mail services and solutions.
- 7.2.2. The Authority intends to enable new technologies in the market and support the Governments drive to 'Digital by Default'.
- 7.2.3. A digital solution would enable Contracting Bodies mail to be opened in one place, scanned to capture a digital image of that item, store that image in a digital library and move a copy of that image through a workflow solution. It is envisaged that the digitisation of mail will provide benefits to Contracting Bodies such as, significantly reduced risk of data loss with paper no longer flowing from post rooms to back offices, to teams, to storage etc.
- 7.2.4. The Supplier shall be capable of delivering an Offsite Digital Inbound Mail Solution to the Contracting Bodies utilising this Framework Agreement.
- 7.2.5. The Off Site Digital Inbound Mail Solution shall be performed at the Supplier premises.
- 7.2.6. The Supplier shall ensure that any premises used in the provision of an Off Site Digital Inbound Mail Solution are secure and meets the security requirements of the Contracting Bodies. The Supplier shall facilitate the Contracting Body's a site visits, where required to ensure that the Digital Inbound Mail facility provides adequate security in line with the Contracting Body requirements and policies.
- 7.2.7. Where required by the Contracting Body, the Suppliers shall open mail in accordance with the instructions received from the Contracting Body in advance of the commencement of the Call Off Agreement.
- 7.2.8. Any Mail Items identified by the Contracting Body as commercially sensitive or where other restrictions may apply the Supplier shall not open these items. The Supplier and Contracting Body shall work in partnership to ensure a sensitivity mark/security mark or other means of identifying these items is agreed so that they can be easily identifiable from other Mail Items. Where an item bears a protective mark, then these items will be delivered to the addressee unopened.
- 7.2.9. Contracting Bodies may have a requirement for banking services. The exact requirement will be agreed between the Supplier and the Contracting Body at the time of further competition however the requirement may include:
 - 7.2.9.1. Reconciliation
 - 7.2.9.2. Record keeping
 - 7.2.9.3. Physical banking of the cashable items within pre-determined timescales
- 7.2.10. Contracting Bodies may receive 'cherished'/valuable documents from their customers from time to time. 'Cherished'/valuable documents could include:
 - 7.2.10.1. Bank information i.e. bank books, bank statements, bank cards etc
 - 7.2.10.2. Certificates i.e. birth, death, marriage certificates
 - 7.2.10.3. Passport
 - 7.2.10.4. Driving licence

This is not an exhaustive list.

- 7.2.11. The Contracting Bodies shall provide details of the range/types of 'cherished'/valuable documents likely to be received at the time of further competition.
- 7.2.12. The Supplier shall agree in advance with the Contracting Bodies how such items are to be dealt with. No 'cherished'/valuable document shall be destroyed and all items must be returned to the customer/end user. The Contracting Body and Supplier shall agree whether the responsibility for returning 'cherished'/valuable documents falls to the Contracting Body or the Supplier and the timescales required for the repatriation of such documents.
- 7.2.12.1. 'Cherished'/valuable documents shall not be date stamped or marked in any way.
- 7.2.12.2. The loss of any 'cherished'/valuable document shall be reported to the Contracting Body immediately and investigated in accordance with the process as agreed between the Contracting Body and Supplier.
- 7.2.13. The Supplier shall ensure that individual signatures are obtained for all inbound Mail Items that require a signature. Receipt of recorded and registered (or equivalent) items shall be documented by the Supplier in accordance with the Contracting Body requirements.
- 7.2.14. The Supplier solution should be capable of offering the Contracting Body with a choice of how it receives the Mail Item. This could include:
- 7.2.14.1. Receipt of the physical Mail Items which will be sorted and delivered as per the agreement made in advance between the Supplier and the Contracting Body.
- 7.2.14.2. Scanned PDF or equivalent
- 7.2.14.3. Batch file
- 7.2.14.4. Individual email
- 7.2.14.5. Indexed and archived files which can be accessed by Contracting Body's staff
- 7.2.15. Where the Contracting Body requirement is for a solution which requires the Supplier to scan and electronically distribute Mail Items, then the Supplier and the Contracting Body shall agree whether there is a requirement to retain the physical Mail Items and if so the period that the Mail Items should be retained for, in line with the Contracting Body's security policy. The Contracting Body and the Supplier shall also agree how and where the items will be stored and for what period.
- 7.2.16. Where a Contracting Body does not require that the physical Mail Item be retained, the Supplier and the Contracting Body shall agree how the Mail Items shall be destroyed and disposed of in line with the Contracting Body's security policy.

- 7.2.16.1. The Supplier shall ensure that all items that are marked for destruction will be destroyed within 24 hours of receiving instructions from the Contracting Body.
 - 7.2.16.2. No items shall be destroyed without written instruction from the Contracting Body.
 - 7.2.16.3. The Supplier shall provide written or electronically stored confirmation of the date on which an item was destroyed and the reason for its destruction.
- 7.2.17. Where there is a requirement to outsource the Contracting Body's inbound mail requirement, then this will be agreed between the Supplier and the Contracting Body at the time of the Call Off Agreement stage. The Supplier and the Contracting Body shall agree at the Call Of Agreement stage specific areas such as Service Levels, entry & exit strategies as well as communications strategies.

Document Scanning

- 7.2.18. The Supplier shall have the ability to transfer low to high volume paper records into a digital format within agreed timescales. Documents once converted will need to be accessible by Contracting Bodies utilising this service through an intuitive electronic search database for instant retrieval.
- 7.2.19. The Supplier shall have necessary tools, processes, procedures and resource to accommodate document originals in many formats including, but not limited to, hand written notes, mono and colour documentation etc.
- 7.2.20. Scanned documents will need to be saved in both PDF and other contemporary formats as specified by the Contracting Bodies. Similarly, any facility must include the ability to record, catalogue or number images as required.
- 7.2.21. The Supplier shall have capacity to handle confidential information. The Supplier shall be expected to demonstrate security procedures appropriate to the Contracting Body's needs, and to propose potential secure solutions to Contracting Bodies in the handling of the documents.
- 7.2.22. The Supplier shall hold and maintain accreditation to ISO 27001 or equivalent accreditation.
- 7.2.23. Where a data loss occurs within the Digital Inbound Mail Solution i.e. scanning, indexing functionality etc and the Contracting Body can demonstrate that the data has not successfully been delivered, then it will be the Supplier's responsibility to immediately investigate and retrieve any data from a back up repository or carry out an immediate re-scan.

7.3. SOFTWARE

- 7.3.1. The Authority recognises and accepts that the Supplier solutions will vary. Software or drivers should be tested and comply with the Contracting Body's existing infrastructure.
- 7.3.2. Where the Supplier's solution is centred on the provision of software, the following should be demonstrated:

- 7.3.2.1. A range of open architecture software may be required, including, as a priority, where appropriate software for clustering/consolidation, accounting, email notification etc. All software referred to in the scope of the Framework Agreement must be available within the Supplier's goods and services portfolio and must clearly communicate the software manufacturer and level of support provided/required.
- 7.3.2.2. The software, including version used, must be maintained and supported at least until the goods and services for use with which it was installed are no longer in use.
- 7.3.2.3. Wholly bespoke software or customisation of standard software may be required and will be subject to specifications and terms agreed between the Contracting Body and the Supplier at the Call Of Agreement stage.
- 7.3.2.4. Purchase price for software should include delivery and installation. Suppliers must make Contracting Bodies aware of how the software is licensed; all upgrade and refresh costs, version notification and control against associated hardware and legacy software.
- 7.3.2.5. The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Contracting Body.
- 7.3.2.6. The provision of software packages procured under this Framework Agreement will normally be on the basis of a co-terminus deal, unless otherwise specified by the Contracting Body.
- 7.3.2.7. Any software or drivers should be tested with all mission critical applications as defined by the Contracting Body.
- 7.3.2.8. The Supplier shall offer a comprehensive maintenance and support package.

Hosting Services

- 7.3.3. Data handling and validation may include but shall not be limited to the provision of the following services:
 - 7.3.3.1. Development of the specification of data extracts;
 - 7.3.3.2. Physical, secure transfer of extract data from source systems in multiple organisations to the location where the validation and loading process is to be undertaken;
 - 7.3.3.3. Regular refreshing of extract data, to support a refresh schedule throughout the lifetime of this Framework Agreement and any Call Off Agreements;
 - 7.3.3.4. Processing capability for checking the quality and completeness of source data and to facilitate the ability to correct data errors within the source data prior to loading into the solution;
 - 7.3.3.5. Management of continuous improvement of data quality, through an iterative cleansing and mapping process;
 - 7.3.3.6. Building, operating, hosting and maintaining an analysis database ensuring that it is appropriately structured and optimised and has sufficient hardware resources to operate efficiently and effectively;
 - 7.3.3.7. Loading all extract data into this analysis database.

Catalogue content

- 7.3.4. The catalogue acts as the only route for Contracting Body's users to enter into Call Off Agreement via direct award.
- 7.3.5. The catalogue must include as a minimum the provision of the following goods and services:
 - 7.3.5.1. Licences for individual software modules
 - 7.3.5.2. Licences for common configurations of modules for whole systems
 - 7.3.5.3. Consultancy rates for installation, integration, application design, systems architecture, data migration and software development

Support and maintenance services

- 7.3.6. The Supplier shall manage the catalogue as follows;
 - 7.3.6.1. Ensure pricing submitted for the catalogue remains current for at least one calendar year and that a live catalogue remains in place throughout the term of their Framework Agreement.
 - 7.3.6.2. Review the catalogue content, including pricing, at least once every calendar year.
 - 7.3.6.3. Ensure that the catalogues are submitted to the Authority in the correct format and with all required content.
 - 7.3.6.4. Ensure that all sales related to a catalogue purchases are recorded and reported appropriately to the Authority via their monthly management information return.

Delivery

- 7.3.7. The Supplier shall notify the Contracting Body of the expected delivery date for each placement.
- 7.3.8. The Supplier shall provide regular updates to the Contracting Body to allow project monitoring and assessment of the progress with the reporting frequency to be agreed on a case by case basis, with the Contracting Bodies.

Installation and Training

- 7.3.9. A project plan shall be supplied by the Supplier to the Contracting Body detailing installation and training process.
- 7.3.10. Installation, testing and on-site/off-site training, or re-training shall be provided by the Supplier in support of each and every solution at no additional cost.
- 7.3.11. Supplier's close liaison (prior, ongoing & post installation) with the Contracting Body's IT management teams will be required on an ongoing basis.
- 7.3.12. Training shall be ongoing, unless the Supplier and the Contracting Body agree that the primary operators have achieved a competent level of training.
- 7.3.13. The Supplier shall record the frequency and training content with a view to regular updates to the Contracting Body, with the reporting frequency to be agreed on a case by case basis, with each Contracting Body.

Service Response Times

- 7.3.14. The Supplier must provide a comprehensive maintenance service that is capable of fulfilling the demands of Contracting Bodies for all software supplied in the provision of the solution.

7.4. MAINTENANCE, SUPPORT AND PERFORMANCE

- 7.4.1. The Supplier shall provide a comprehensive maintenance service that is capable of fulfilling the demands of the individual Contracting Bodies. The maintenance service is mandatory requirement regardless of whether software is leased or purchased.
- 7.4.2. The service must include installation, testing, connection to the network, goods and services training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support and firmware. Technicians carrying out any of these services must be fully trained to manufacturer's specification.
- 7.4.3. The Supplier shall ensure that the maintenance and support provided reduces the risk of downtime, and ensuring business continuity as a result.

Electronic Fault Reporting

- 7.4.4. Where appropriate, all software supplied must be capable of alerting the Contracting Body as to its functional status. This will include alerts for defects, poor quality print, engineer required and any fault that will cause loss of functionality to the service or for the service to be in any way unusable. Alerts will be sent to an agreed e-mail address. The e-mail must not include any information that could be used to breach agreed security.
- 7.4.5. Where e-maintenance is offered the solution must be capable of alerting the Supplier as to its functional status and the Supplier shall react to an alert as soon as it is received.

Business recovery

- 7.4.6. The Supplier shall have effective and proven business recovery plans in place in respect of all its service offerings and must be able to demonstrate their rigour upon request.

E – maintenance/remote services

- 7.4.7. An e-maintenance/remote service shall be offered. This service will be designed to negate or decrease the level of Contracting Body required interaction between the end-user and the Suppliers' solutions. Wherever possible, this should include OEM/multi-vendor/legacy goods and services.

Help Desk

- 7.4.8. The Supplier shall make available to the Contracting Body a single point of contact capable of logging and dealing with all service/maintenance/support/IT infrastructure faults or calls in order to respond accordingly.

Service Desk

- 7.4.9. The Service Desk acts as the primary user interface between the Contracting Body's IT users and the information system function. The role of the Service Desk is to take ownership of all calls made to it, and to ensure that the Contracting Bodies are provided with incident resolutions.

- 7.4.10. The Service Desk must be ITIL Compliant and may include the provision of the following services:

- 7.4.10.1. A logical 'Single Point of Contact' for all user contacts
- 7.4.10.2. Contacts can be by telephone, email, and fax.
- 7.4.10.3. Contact answering
- 7.4.10.4. Accurate recording of all contacts
- 7.4.10.5. Timely updating of contact data
- 7.4.10.6. Contact categorisation including contact type and severity levels
- 7.4.10.7. Contact prioritisation
- 7.4.10.8. Instigation of escalation procedures as appropriate
- 7.4.10.9. Direct and prompt resolution of contacts
- 7.4.10.10. Providing timely and accurate information to users
- 7.4.10.11. Obtaining Contracting Body's agreement or signoff prior to the closure of any contact
- 7.4.10.12. Active ownership, tracking and management of all contacts within scope – to ensure contacts are resolved
- 7.4.10.13. To keep the caller updated of the status of any contact where they are unlikely to be resolved or completed within the agreed time
- 7.4.10.14. To update appropriate IT and user management of the status of all high priority and service affecting contacts
- 7.4.10.15. Where necessary provide on-site support to the repair process

Out of hours maintenance and support

- 7.4.11. The Supplier shall agree with the Contracting Body a process whereby out of hours support is made available when required. The conditions and costs associated with this support will be agreed on an individual basis between the Contracting Body and the Supplier at the Call Off Agreement stage.

Disaster recovery services

- 7.4.12. The Supplier shall make available to the Contracting Body their disaster recovery plan. This plan should relate to the types of services/support the Supplier has been contracted to provide.

Maintenance Services

- 7.4.13. The provision of maintenance services for software applications within the scope of this Lot (inclusive of any customisation) shall include as a minimum:
- 7.4.13.1. Break-fix support
 - 7.4.13.2. Advisory services on the implementation of pre-built patches that the customer has rights to deploy/is licensed to use by the relevant software owner
 - 7.4.13.3. Development, testing and implementation of bug fixes (or such bug fixes where available from the relevant software owner, advisory services in the implementation thereof)
 - 7.4.13.4. Development, testing and implementation of workarounds where bug fix is not possible (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 7.4.13.5. Development, testing and implementation of all necessary updates to ensure that the software undertakes all processing in line with all appropriate taxation, law and regulation (or such bug fixes where available from the relevant software owner advisory services in the implementation thereof)
 - 7.4.13.6. Monitoring of the operation of the software in order to assure application and information availability and integrity
 - 7.4.13.7. Provision of a knowledge-base of known issues and solutions in respect of the software
 - 7.4.13.8. Provision of release notes to customers
 - 7.4.13.9. Assistance with upgrading, replacing, or otherwise changing the software

User Support

7.4.14. User support may include the provision of the following services;

- 7.4.14.1. Access to user documentation pertaining to the solution, including system manuals, User Guides, on-line help, FAQs;
- 7.4.14.2. Updating of documentation to reflect new versions of the Supplier solution;
- 7.4.14.3. Provision of operational support as part of their application management service;
- 7.4.14.4. Provision of second line operational support and help desk services to the Contracting Bodies users in respect of the solution and its associated activities investigation and resolution of all technical issues arising from reported problems;
- 7.4.14.5. Provision of a single service management system for incident management, problem resolution and change management, with a designated account manager as a single point of contact for user support

7.5. FINANCIAL SERVICES

- 7.5.1. The Authority needs to make provision for Contracting Bodies who do not wish to purchase software outright. The primary method for financing will be through a fixed priced rental option.

Leases

- 7.5.2. The use of Third party leasing is permitted by the Authority but this will be subject to agreement between the Contracting Body and the Supplier.

7.6. PROOF OF CONCEPT PILOTS

- 7.6.1. The successful Supplier shall carry out Proof of Concept (POC) pilot of the Services as requested by Contracting Body. Such pilots shall be carried out on a free of charge basis. The duration of such pilots shall be agreed between the Contracting Body and the Supplier with agreed milestone dates. However the Authority recommends that such pilot shall be for a minimum period of six months to prove the concept of the solution.
- 7.6.2. The POC pilot if successful should be awarded to the successful Supplier on completion of the POC, provided before entering into a Call Off Agreement that a strict implementation procedure and plan is agreed before the POC commences.

APPENDIX A:

ADDITIONAL GOODS AND/OR SERVICES INTRODUCTION PROCEDURE

- i. The reality of the mail market is that Goods and /or Services have a limited life cycle. In recognising this, the Authority will manage the additional Goods and/or Services introduction procedure that assesses and authorises each proposed additional Good or Service introduced which meets the pre-specified requirements.
- ii. The procedure will ensure that the additional Goods and /or Services have been assessed under the same criteria as for this Tender, though new standards and legislative requirements may be added as they come into effect. The Authority does not wish to support change for change's sake – each additional Goods and /or Services must offer tangible benefits and increased value to justify the change. The original tendered specification will form the basis of any agreed variation.
- iii. The Authority does not expect increased costs with additional Goods and /or Services. Indeed the Authority anticipates that improved technology will lead to reduced total cost of ownership with each successive model, as well as increased value.
- iv. The areas of assessment will be:
 - Technical specification
 - Sustainability performance
 - Standards and security conformance
 - Total cost of ownership

2.1 Goods and/or Services

- 2.1.1 The Goods and/or Services covered are divided into the following Lots:
- 2.1.2 Lot 1 – Collection and Delivery
- 2.1.3 Lot 2 – Hybrid Mail On Site Solutions
- 2.1.4 Lot 3 – Hybrid Mail Off Site Solutions
- 2.1.5 Lot 4 – International Mail Services
- 2.1.6 Lot 5 – Franking Machines and Mail Room Equipment (including Associated Services and Consumables)
- 2.1.7 Lot 6 - On Site Inbound Mail Solutions (including On Site Digital Enablement Software Solutions)
- 2.1.8 Lot 7 – Off Site Digital Inbound Mail Solutions.

2.2 Procurement specific Standards

- 2.2.1 The Supplier shall at all times during the Framework Period and the term of any Call Off Agreement comply with the Standards including but not limited to the following:
 - (a) Service Management Standards
 - (i) BS EN ISO 9001 “Quality Management System” standard or equivalent.
 - (ii) BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 or equivalent in the provision TSC/DR plans

- (b) Environmental Standards
 - (i) BS EN ISO 14001 Environmental Management System standard or equivalent.
 - (ii) The Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013 no 3113)
 - (iii) The Energy Efficiency Directive: Directive 2012/27/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency, amending Directives 2009/125/EC and 2010/30/EU and repealing Directives 2004/8/EC and 2006/32/EC, OJ L 315/1 of 1 November 2012
 - (iv) Restriction on Hazardous Substances Directive 2011/65/EU or equivalent, as implemented by the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 (SI 2012 no 3032)
- (c) Portfolio, Programme and Project Management Standards
 - (i) PRINCE2 and MSP methodologies or equivalent methodology
- (d) Information Security Management Standards
 - (i) ISO 27001 Information Security Management standard or equivalent.
 - (ii) HADRIAN On-Line Self-Assessment Questionnaire
- (e) Manual of Protective Security Standards
 - (i) Manual of Protective Security (MPS) or equivalent
- (f) Information Age Government Security Standards
 - (i) Information Age Government Security Framework or equivalent.
- (g) Web Content Accessibility Guidelines (WCAG 2.0) is approved as an ISO standard: ISO/IEC 40500:2012 or equivalent
- (h) N3 - is the national [broadband network](#) for the [English National Health Service](#) (NHS)
 - (i) Code of Connection (CoCo) Compliance
 - (j) The UK Government Connect Secure Extranet (GCSX) compliance
- (k) Provision and Use of Work Equipment Regulations (PUWER 1998) or equivalent
- (l) The [Supply of Machinery \(Safety\) Regulations 2008](#) and the Supply of Machinery (Safety) (Amendment) Regulations 2011 implement Directives [2006/42/EC](#) and 2009/127/EC on Machinery
- (m) 'CE marking' is mandatory for certain product groups within the European Economic Area. The manufacturer of products made within the EEA and the importer of goods made in other

countries must ensure that CE-marked goods conform to standards or equivalent.

- (n) [LOT 4 ONLY - The Aviation Security (Air Cargo Agents) Regulations of 1993 & 1998, as may be amended from time to time.]

FINAL VERSION

(o) **PART B – Schedule 2: Key Performance Indicators**

3. GENERAL

- 3.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 18.1 (Variation Procedure).
- 3.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 3.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

[Guidance Note: The KPI targets in the table below including any applicable KPI weightings and scoring methodology will be set out in the Supplier Action Plan – see Framework Schedule 8 (Framework Management)]

Key Performance Indicator (KPI)	KPI Target Weighting	Measured by
1. FRAMEWORK MANAGEMENT		
1.1 MI returns: All MI returns to be returned to the Authority by the 7th of each Month	18.75%	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data warehouse (MISO) system)
1.2 All invoices to be paid within 30 calendar days of issue	3.75%	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's CODA system)
1.3 Supplier self-audit certificate to be issued to the Authority in accordance with the	3.75%	Confirmation of receipt and time of receipt by the Authority

Framework Agreement		
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	3.75%	Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report
2. SPEND		
2.1 In each Contract Year, the Supplier to achieve a minimum of £X* spend with new customers under this Framework Agreement	20%	Score calculated by the Authority as a proportion of spend target achieved over each Contract Year
3. OPERATIONAL EFFICIENCY / PRICE SAVINGS		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation	20%	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
4. DEMAND MANAGEMENT SAVINGS		
4.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period continuous improvement and innovation	15%	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
5. CUSTOMER SATISFACTION		
5.1 Goods and/or Services to be provided under Call Off Agreements to	15%	Confirmation by the Authority of

the satisfaction of Contracting Bodies		the Supplier's performance against the Contracting Bodies satisfaction surveys
Corporate KPI Total	100%	
6. SERVICE IMPROVEMENT	100%	
6.1 The Supplier shall deliver service improvement. By placing emphasis on process improvements/ approved "best of breed" systems or equivalent, the Supplier must show a significant improvement in response times all the way through the production cycle by using tools such as on-line capabilities.	50%	Confirmation by the Authority of the process improvements implemented as identified in the Supplier Action Plan
6.2 The Supplier shall continuously monitor all requirements of the Framework Agreement and shall present to the Authority a full analysis of its performance, sales, issues and proposed plans every calendar quarter.	50%	As evidenced in the quarterly report produced by the Supplier for the Quarterly Business Review.

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

1. DEFINITIONS

1.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

" Review Adjustment Date" means in relation to the Framework Prices that are not subject to Price Control Agreement (USO Tariff Review) has the meaning given to it in paragraph 7.1.1 of this Framework Schedule 3;

"USO Tariff Adjustment Date" means in relation to the Framework Prices that are subject to Price Control Agreement (USO Tariff Review) has the meaning given to it in paragraph 8 of this Framework Schedule 3 and shall mean a review of pricing in January 2015 and on 1st April 2015 and thereafter any subsequent increase by way of USO Tariff shall not occur before the anniversary of the previous USO Tariff Adjustment Date.

2. GENERAL PROVISIONS

2.1 The Framework Prices set out in Annex 3 to this Framework Schedule 3 are the maximum that the Supplier may charge pursuant to any Call Off Agreement. In relation to Lot 5 (Franking Machines and Mailroom Equipment) only, the Framework Prices shall incorporate the Lease Agreement Charges as set out in Annex 1. For the avoidance of doubt, in relation to Lots 2 and 6, Lease Agreement Charges are not included in to the Framework Prices and shall be determined by the Supplier and Contracting Bodies at the Call Off Agreement stage.

2.2 The Supplier acknowledges and agrees that any prices submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Framework Prices.

2.3 The Supplier acknowledges and agrees that, subject to paragraph 5 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices that are not subject to the Price Control Agreement (USO Tariff Review) shall be firm for 12 Months from the Framework Commencement Date.

2.4 The Supplier acknowledges and agrees that any adjustment to the Framework Prices shall be in line with paragraph 5 (Adjustment of the Framework Prices) of this Framework Schedule 3.

2.5 The Supplier acknowledges that the Framework Prices may be reviewed and adjusted if necessary from time to time in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking).

3. PRICE CONTROL AGREEMENT (USO TARIFF REVIEW)

3.1 The Authority acknowledges and accepts that the Universal Service Obligation is a statutory requirement which can only be amended with the

consent of the UK Parliament. In order to retain the principles of the USO provisions, the Authority accepts that the Price Control Agreement (USO Price Tariff Review) exists within the postal service market to protect the USO and that the Price Control Agreement is monitored and regulated by the Ofcom.

- 3.2 Prices for Goods and/or Services which fall under the USO provisions are reviewed, monitored and controlled by the Ofcom. The Authority accepts that the USO provisions will impact upon the USO Goods and/or Services provided by USO holder under this Framework Agreement. The Authority also accepts that the Price Control Agreement (USO Price Tariff Review) may impact on suppliers offering Down Stream Access (DSA), where these suppliers hold a valid Postal Services Licence.
- 3.3 All Goods and/or Services which fall outside of the USO provision are deemed to be within the control of the Supplier and will be subject to the terms and conditions as set out in the Framework Agreement and this Framework Agreement Schedule 3.
- 3.4 Where the Framework Prices or any component amounts or sums thereof are expressed in this Framework Schedule 3 as subject to increase due to the Price Control Agreement (USO Price Tariff Review) the relevant adjustment shall be applied to the Framework Prices on the effective date of the increase, the USO Tariff Adjustment Date relating to USO tariff which shall be subject to paragraph 8.
- 3.5 Except as set out in this paragraph 3, neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Framework Agreement and any Call Off Agreements.

4. COSTS AND EXPENSES

- 4.1 Subject to paragraph 2.1, the Framework Prices shall include all costs and expenses relating to the Goods and/or Services provided to the Contracting Bodies and the Supplier's performance of its obligations under any Call Off Agreement and where appropriate Lease Agreement Charges and no further amounts shall be payable by a Contracting Body to the Supplier in respect of such performance, including matters such as:
 - 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Agreement.
 - 4.1.3 any support and maintenance charges and any updates.

5. ADJUSTMENT OF THE FRAMEWORK PRICES

5.1 The Framework Prices shall only be varied:

- 5.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 18.2 of this Framework Agreement (Legislative Change);
- 5.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);
- 5.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 6 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices);
- 5.1.4 where a review and increase of the Framework Prices is not subject to Price Control Agreement (USO Tariff Review) but has been requested by the Supplier and Approved, in accordance with the provisions of paragraph 7 of this Framework Schedule 3 (Supplier Request For Increase of The Framework Prices); and
- 5.1.5 where Framework Prices or any component amounts or sums thereof are subject to Price Control Agreement (USO Price Tariff Review) from the Ofcom and such variation was Approved by the Authority, in accordance with the provisions in paragraph 8 of this Framework Schedule 3.

5.2 Subject to paragraphs 5.1.1 to 5.1.3 of this Framework Schedule, the Framework Prices subject to Price Control Agreement (USO Price Tariff Review) shall remain fixed until the Price Control Agreement (USO Tariff Review) dates in January 2015 and 1st April 2015.

5.3 Subject to paragraphs 5.1.1 to 5.1.3 of this Framework Schedule, the Framework Prices not subject to the Price Control Agreement (USO Price Tariff Review) and under a sole control of the Supplier shall remain fixed for 12 Months from the Framework Commencement Date.

6. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 6.1 Every six (6) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to reduce them.
- 6.2 Such assessments by the Supplier under paragraph 6.1 shall be carried out on 1 August and 1 February in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Framework Prices it shall promptly notify the Authority in writing and such reduction shall be implemented in accordance with paragraph 9.1.2 below.

7. SUPPLIER REQUEST FOR INCREASE OF THE FRAMEWORK PRICES NOT SUBJECT TO PRICE CONTROL AGREEMENT (USO PRICE TARIFF REVIEW)

- 7.1 The Supplier may request a review in all or part of the Framework Prices not subject to Price Control Agreement (USO Price Tariff Review) in accordance with the remaining provisions of this paragraph 7 subject always to:
 - 7.1.1 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed adjustment to the Framework Prices ("**Review Adjustment Date**"); and
 - 7.1.2 the Approval of the Authority which shall be granted at the Authority's sole discretion.
- 7.2 The earliest Review Adjustment Date for those Framework Prices not subject to the Price Control Agreement (USO Price Tariff Review) shall be the first (1st) Working Day following the first (1st) anniversary of the Framework commencement date. Thereafter any subsequent adjustment to any of the Framework Prices not subject to the Price Control Agreement (USO Price Tariff Review) in accordance with this paragraph 7.2 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
- 7.3 To make a request for any adjustment of the Framework Prices not subject to the Price Control Agreement (USO Price Tariff Review), in accordance with this paragraph 7, the Supplier shall provide the Authority with:
 - 7.3.1 a list of the Framework Prices (updated price schedule) it wishes to review;
 - 7.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested adjustments including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - (b) details of the movement in the different identified cost components of the relevant Framework Price;
 - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and

- (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.

8. SUPPLIER REQUEST FOR INCREASE of the Framework Prices subject to Price CONTROL AGREEMENT (USO PRICE TARIFF REVIEW)

8.1 The Supplier may request a review in all or part of the Framework Prices subject to Price Control Agreement (USO Price Tariff Review) in accordance with the remaining provisions of this paragraph 8.

8.2 The earliest USO Tariff Adjustment Date for those Framework Prices that are subject to the Price Control Agreement (USO Tariff Review) shall take effect from January 2015 and April 2015. Thereafter any subsequent adjustment to any of the Framework Prices subject to the Price Control Agreement (USO Price Tariff Review) in accordance with this paragraph 8.2 shall occur on the USO Tariff Adjustment Date and not before the anniversary of the previous USO Tariff Adjustment Date during the Framework Period.

8.3 To make a request for any adjustment of the Framework Prices that are subject to the Price Control Agreement (USO Price Tariff Review) in accordance with this paragraph 8.3, the Supplier shall provide the Authority with:

8.3.1 a list of the Framework Prices (updated price schedule) it wishes to review;

8.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested adjustments including:

(a) completion of the Price Control Agreement (USO Price Tariff Review) costing methodology table (Annex 2 of this Framework Schedule 3) which details any alteration as a result of the Price Control Agreement (USO Price Tariff Review) of the relevant Framework Prices;

(b) evidence that the Supplier has attempted to mitigate against any increase in the relevant cost components; and

(c) evidence that any other price component that is within the Supplier's direct control has not been adjusted as a result of the Price Control Agreement (USO Price Tariff Review).

9. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

9.1 Variations in accordance with the provisions of this Framework Schedule 3 to all or part the Framework Prices (as the case may be) shall be made by the Authority to take effect:

9.1.1 in accordance with Clause 18.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.1 of this Framework Schedule;

- 9.1.2 in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.2 of this Framework Schedule 3; or
- 9.1.3 on the January and April of each Framework Agreement year for those Framework Prices that were subject to Price Control Agreement (USO Price Tariff Review) and in accordance with paragraph 5.1.5 of this Framework Schedule 3 ; or
- 9.1.4 on the 17th February for those Framework Price that were not subject to the Price Control Agreement (USO Price Tariff Review) and in accordance with paragraph 5.1.4 of this Framework Schedule 3;

and the Suppliers shall amend the Framework Prices shown in Annex 1 to this Framework Schedule 3 to reflect such variations.

10. CHARGES UNDER CALL OFF AGREEMENTS

- 10.1 For the avoidance of doubt any adjustment to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 2.1, 2.2 and 3 of this Framework Schedule 3 and shall not affect the Charges payable by a Contracting Body under a Call Off Agreement in force at the time a change to the Framework Prices is implemented.
- 10.2 Subject to the Authority's Approval of the Framework Prices applicable to the Charges under the Call Off Agreements, any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call Off Agreement.

11. LEASE AGREEMENT CHARGES:

- 11.1 The use of 3rd party leasing is permitted by the Authority but this will be subject to agreement between the Contracting Body and the Supplier at Call Off Agreement stage.
- 11.2 The Lease Agreement Charges under Lot 5 are to be fixed and shall not be subject to price variation once an order has been agreed. All Lease Agreement Charges shall be fully inclusive of VAT, support and maintenance.
- 11.3 Where additional products are requested to enhance the performance or supplement a product after its installation and extra lease finance is required, then that new finance will be coterminous with the original Lease Agreement terms.
- 11.4 Non-fixed period commitment Lease Agreements
 - 11.4.1 From time to time it may be necessary to offer a Lease Agreement which is not restricted by term length. It is recognised that this type of 'offer' differs from the 'standard' fixed term Lease Agreement option, and therefore it is expected that the Contracting Body and the Supplier fully understands the structure of this type of Lease Agreement prior to Call Off Agreements being agreed.

11.4.2 Contracting Bodies taking up this option may be required to pay a premium for this facility and will take the product based on the Supplier's minimum 'entry level' volume for that equipment. The 'entry level' for each solution will be specific to that Supplier and will be used for Contracting Body invoice purposes i.e. The Contracting Body will be invoiced for the 'entry level' volume regardless of whether the volume is made or not. Clearly, where the 'entry level' volume is exceeded, the Contracting Body will be billed accordingly.

FINAL VERSION

ANNEX 1: FRAMEWORK PRICES

[REDACTED]

LOT 5

FINAL VERSION

ANNEX 2: PRICE CONTROL AGREEMENT (USO TARIFF REVIEW) COSTING METHODOLOGY TABLE

Cost Component	Percentage (%)
1. Price Control Agreement Access Charge	
2. Direct Cost	
<i>And where known/where applicable further broken down as:</i>	
• <i>Transportation</i>	
• <i>Premises and equipment (e.g. sortation, service centres)</i>	
• <i>Labour</i>	
• <i>Other (materials, postage etc)</i>	
3. Overhead	
4. Profit	
Total	100%

1. OPEN BOOK: 'COSTING METHODOLOGY TEMPLATE'

- a. The Supplier agrees to share details of the costing methodology and any variation thereto, used to determine the Framework Prices as set-out in this Schedule 3.
- a. The presentation of the costing methodology shall be as in table above (Annex 3 of Framework Agreement Schedule 3).
- b. The approach to populating the costing methodology is based on the actual percentages for each of the cost components detailed.
- c. Where more than one Service is provided, the Supplier shall provide percentages averaged across all Services.
- d. Where actual percentages are unknown, or are not known to a reasonable degree of confidence, then the Supplier shall provide an estimated range of percentages and the model shall be annotated accordingly

FRAMEWORK SCHEDULE 4: ORDER FORM, CALL OFF TERMS AND LEASE AGREEMENT

ANNEX 1: ORDER FORM AND CALL OF TERMS



RM1063 Order Form
and Call Off Agreeeme

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ANNEX 2: LEASE AGREEMENT



Annex 2 Lease
Agreement.docx

FINAL VERSION

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

1.1 If the Authority or any Other Contracting Body decides to source the Goods and/or Services through this Framework Agreement then it will award its Goods and/or Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

1.2 If a Contracting Body can determine that:

1.2.1 its Goods and/or Services Requirements can be met by the Framework Supplier's catalogue/description of the Goods and/or Services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and

1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Call Off Terms and/or Lease Agreement do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Call Off Terms);

then the Contracting Body may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Body:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body's Goods and/or Services Requirements; and/or

1.3.2 needs to amend or refine the Call Off Terms and/or Lease Agreement to reflect its Goods and/or Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Body shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 above any Contracting Body awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the Direct Award Criteria to the catalogue of the Goods and/or Services for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and

- 2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below.

3. FURTHER COMPETITION PROCEDURE

Contracting Body's Obligations

3.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:

- 3.1.1 develop a Statement of Requirements setting out its requirements for the Goods and/or Services and identify the Framework Suppliers capable of supplying the Goods and/or Services;
- 3.1.2 amend or refine the Call Off Form and Call Off Terms and/or Lease Agreement to reflect its Goods and/or Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- 3.1.3 invite tenders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Regulations and Guidance and in particular:
- (a) if an Electronic Reverse Auction (as defined in paragraph 4 below) is to be held the Contracting Body shall notify the Framework Suppliers identified in accordance with paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in paragraph 4.3; or
 - (b) if an Electronic Reverse Auction is not used, the Contracting Body shall:
 - (i) invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a tender in writing for each proposed Call Off Agreement to be awarded by giving written notice by email to the relevant Supplier Representative of each Framework Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Agreement and the time needed to submit tenders.
- 3.1.4 apply the Further Competition Award Criteria to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements;
- 3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 7 which Call Off Agreement shall:
- (a) state the Goods and/or Services Requirements;
 - (b) state the tender submitted by the successful Framework Supplier;

- (c) state the charges payable for the Goods and/or Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
- (d) incorporate the Call Off Form and Call Off Terms and/or Lease Agreement terms (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) applicable to the Goods and/or Services,

3.1.6 provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Supplier's Obligations

3.2 The Supplier shall in writing, by the time and date specified by the Contracting Body following an invitation to tender pursuant to paragraph 3.1.3 above provide the Contracting Body with either:

3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Goods and/or Services Requirements; or

3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
- (c) a proposal covering the Goods and/or Services Requirements.
- (d) confirmation of discounts applicable to the Goods and/or Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).

3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall not exceed Framework Prices as set out in Schedule 3 (Framework Prices and Charging Structure) and be based on the Charging Structure and take into account any discount to which the Contracting Body may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).

3.2.4 The Supplier agrees that:

- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the Call Off Procedure); and
- (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

- (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
- (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. E-AUCTIONS

- 4.1 The Contracting Body shall be entitled to formulate its Statement of Requirements in accordance with paragraph 3 above and invite the Supplier to a Further Competition Procedure using a reverse auction in accordance with the rules laid down by the Contracting Body and in accordance with the Regulations, prior to the commencement of any such Further Competition Procedure.
- 4.2 The Supplier acknowledges that Contracting Bodies may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**").
- 4.3 Before undertaking an Electronic Reverse Auction, the relevant Contracting Body will make an initial full evaluation of all tenders.
- 4.4 The Contracting Body will inform the Framework Suppliers of the specification for the Electronic Reverse Auction which shall include:
 - 4.4.1 the information to be provided at auction, which must be expressed in figures or percentages;
 - 4.4.2 the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - 4.4.3 any limits on the values which may be submitted;
 - 4.4.4 a description of any information which will be made available to Framework Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
 - 4.4.5 the conditions under which Framework Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
 - 4.4.6 relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
 - 4.4.7 the date and time of the start of the Electronic Reverse Auction; and
 - 4.4.8 details of when and how the Electronic Reverse Auction will close.
- 4.5 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 4.6 Throughout each phase of the Electronic Reverse Auction the Contracting Body will communicate to all Framework Suppliers sufficient information to enable them to ascertain their relative ranking.

4.7 The Supplier acknowledges and agrees that:

- 4.7.1 the Contracting Body and its officers, servants, agents, group companies, assignees and customers (including the Authority) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
- 4.7.2 its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
- 4.7.3 it will comply with all such rules that may be imposed by the Contracting Body in relation to the operation of the Electronic Reverse Auction.

4.8 The Contracting Body will close the Electronic Reverse Auction on the basis of:

- 4.8.1 a date and time fixed in advance;
- 4.8.2 when no new prices or values meeting the minimum differences required pursuant to paragraph 4.4.5 have been received within the prescribed elapsed time period; or
- 4.8.3 when all the phases have been completed.

5. NO AWARD

5.1 Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Contracting Body shall be entitled at all times to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Body to award any Call Off Agreement.

6. RESPONSIBILITY FOR AWARDS

6.1 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- 6.1.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or
- 6.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

7. CALL OFF AWARD PROCEDURE

7.1 Subject to paragraphs 1 to 6 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) of the Order Form set out in Framework Schedule 4 (Order Form and Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 7 shall not constitute a Call Off Agreement under this Framework Agreement.

- 7.2 In the event that the Order Form specifies that the Goods are to be leased under the Lease Agreement, the Supplier and the Contracting Body shall enter into a Lease Agreement for the lease of the Goods.
- 7.3 On receipt of an order form as described in paragraph 7.1 above from a Contracting Body the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Body concerned.
- 7.4 On receipt of the signed order form from the Supplier, the Contracting Body shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

FINAL VERSION

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist Contracting Bodies when drafting an invitation to tender for a Further Competition Procedure.
- 1.2 A Call Off Agreement shall be awarded on the basis of most economically advantageous tender ("MEAT").
- 1.3 This Framework Schedule 6 will include details of the evaluation criteria and any weightings that will be applied to that criteria.

FINAL VERSION

PART A: DIRECT AWARD

1. The Following Criteria And Weightings Shall Be Applied To The Framework Suppliers' Compliant Tenders Submitted Through Direct Award.

1.1 Subject to the provisions of Framework Schedule 4 (Order Form & Call Off Terms), a Contracting Body may directly award a Call-Off Agreement on the basis of the most economically advantageous tender ("MEAT").

1.2 The Contracting Body must:

- Develop a clear Statement of Requirements setting out your requirements for the Goods and / or Services.
- Confirm that the Statement of Requirements can be met by the Framework Agreement Suppliers Good and / or Services as set out in Call Off Agreement Schedule 2 (Goods and Services).
- Determine that all of the terms of the Framework Agreement and the Call-Off Terms do not require amendment or any supplementary terms and conditions.

1.3 To assist a Contracting Body in identifying the Most Economically Advantageous Tender (MEAT), the following evaluation criteria should be used to assess the information provided within the Call Off Agreement Schedule 2 (Goods and Services) and Call Off Agreement Schedule 3 (Contract Charges, Payment & Invoicing):

Evaluation Criteria	Criteria Weighting Range %
Quality	70% (the Contracting Body can modified the variance level to meet their requirements i.e. -/+ 10%)
Prices and Charging Structure	30% (the Contracting Body can modified the variance level to meet their requirements i.e. -/+ 10%)

PART B: FURTHER COMPETITION AWARD CRITERIA

2. The following criteria shall be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure:

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Criteria Number	Criteria	Sub-Criteria	<p>Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Body conducting the further competition</p> <p>A variance of +/- 10% can be applied by the Contracting Body to the suggested weightings to meet their individual requirements.</p>
A	Quality		<p>70%</p> <p>(the Contracting Body can modify the variance level to meet their requirements i.e. +/- 10%) The breakdown below is set as a guidance for Contracting Bodies</p>
	A1	Provision of Goods and/or Services: Demonstrate a good understanding of the Goods and/or Services required to meet the Contracting Body requirements.	0-10%
	A2	Methodology: e.g. a clear demonstration of how the Goods and/or Services will be fulfilled and delivered.	0-10%
	A3	Technical assistance: a clear demonstration of the technical assistance that will be provided during implantation.	0-5%

	A4	Implementation plan proposed for delivering the required Goods and/or Services including lead times.	0-10%
	A5	After sales service – demonstrate a robust after sales support structure is in place.	0-10%
	A6	Security: demonstrate that all the security requirements of the Contracting Body can be met.	0-10%
	A7	Environmental characteristics: what support can be offered to help the Contracting Body achieve any environmental considerations?	0-5%
	A8	Service Levels and Key Performance Indicators (KPIs): demonstrate a clear commitment to meeting the SLA's and KPI's.	0-10%
B	Price and Charging Structure		30% (the Contracting Body can modify the variance level to meet their requirements i.e. +/- 10%) The breakdown below is set as a guidance for Contracting Bodies
	B1	Cost effectiveness: do the prices	0-25%

		demonstrate value for money.	
	B2	Running costs	0-5%

FINAL VERSION

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

1. In accordance with Clause 24.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

Name and full contact details	Obligation
[REDACTED]	[REDACTED]

FINAL VERSION

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

1.1 The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

"Supplier Framework Manager" has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8

"Supplier Review Meetings" has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8

1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.

1.3 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.

1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

2.1.4 Following discussions between the Parties following the Framework Commencement Date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Authority's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at the Authority's premises throughout the Framework Period and thereafter until the Framework Expiry Date ("**Supplier Review Meetings**").
- 2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.
- 2.2.3 The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.
- 2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 3.3 The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
- 3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.
- 3.5 The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier.
- 3.6 The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

- 4.1 The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:
 - 4.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly;

4.1.2 developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.

4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

5. ESCALATION PROCEDURE

5.1 In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

5.2 In cases where the Authority Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 47 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provisions of this Framework Schedule 9.
- 1.2 The Supplier shall also supply such Management Information as may be required by a Contracting Body in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION AND FORMAT

- 2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to the Authority which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 9.
- 2.2 The Authority may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Authority shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the MI Reporting Template is amended by the Authority at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Authority.
- 2.4 The Authority may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
- 2.5 The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Authority.
- 2.6 The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to the Authority.

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call Off Agreements have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.

- 3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
- 3.4 The Supplier must inform the Authority of any errors or corrections to the Management Information:
- 3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or
 - 3.4.2 as a result of the Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

- 4.1 The completed MI Report shall be completed electronically and returned to the Authority by uploading the electronic MI Report computer file to MISO in accordance with the instructions provided in MISO.
- 4.2 The Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

- 5.1 The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by the Authority to inform strategic decision making and allows it to calculate the Management Charge.
- 5.2 Following an MI Failure the Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 5.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

Admin Fees

- 5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.
- 5.5 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.

5.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.

5.7 The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 19 (Management Charge) as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

6. DEFAULT MANAGEMENT CHARGE

6.1 If:

6.1.1 Two (2) MI Failures occur in any rolling six (6) Month period;

6.1.2 Two (2) consecutive MI Failures occur;

then a "**MI Default**" shall be deemed to have occurred.

6.2 If an MI Default occurs the Authority shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to pay to the Authority ("**Default Management Charge**") and/or to terminate this Framework Agreement.

6.3 The Default Management Charge shall be calculated as the higher of:

6.3.1 the average Management Charge paid or payable by the Supplier to the Authority based on any Management Information submitted in the six (6) Month period preceding the date on which the MI Default occurred or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call Off Agreement, in the whole period preceding the date on which the MI Default occurred; or

6.3.2 the sum of five hundred pounds (£500).

6.4 If an MI Default occurs, the Authority shall be entitled to invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to the Authority in accordance with Clause 19 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph 6.3 above:

6.4.1 in arrears for those Months in which an MI Failure occurred; and

6.4.2 on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.

6.5 For the avoidance of doubt the Parties agree that:

6.5.1 the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 19 of this Framework Agreement; and

6.5.2 any rights or remedies available to Authority under this Framework Agreement in respect of the payment of the Management Charge

shall be available to the Authority also in respect of the payment of the Default Management Charge.

6.6 If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of the Authority and the Management Information demonstrates that:

- 6.6.1 the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
- 6.6.2 the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 19 (Management Charge).

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ANNEX 1: MI REPORTING TEMPLATE

9. AUTHORITY MANAGEMENT INFORMATION REPORTING REQUIREMENTS

- 9.1 It is the responsibility of the Supplier to provide the Authority with an up to date template report. Templates from previous months should not be used as the date will be incorrect and the Authority's system will not accept it. An example of the template report current at the date of this Framework Agreement is attached below.



MI Template for
RM1063.xlsx

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FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

To be signed by Head of Internal Audit, Finance Director or company's external auditor

Dear Sirs

In accordance with the Framework Agreement entered into on 17/02/2015 between [insert name of Supplier] and the Authority, we confirm the following:

2. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
3. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
4. We have tested a sample of [] [insert number of sample transactions tested] Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.
5. We have tested from the order processing and invoicing systems a sample of [] [Insert number of sample transactions tested] public sector orders placed outside the Framework Agreement during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Framework Agreement, an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised and mandated procurement processes executed by the Authority.
6. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Guidance Note: see Clause 17 (Records and Audit Access) for details of what is required

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where CCS identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and will seek further guidance from the Treasury Solicitor's Department.

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION

1.1 This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Goods and/or Services to Contracting Bodies.

2. MARKETING

2.1 Marketing contact details:

2.1.1 [REDACTED]

2.1.2 [REDACTED]

2.1.3 [REDACTED]

3. AUTHORITY PUBLICATIONS

3.1 The Authority will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by the Authority.

3.2 Such information shall be provided in the form of a completed template, supplied by the Authority together with the instruction for completion and the date for its return.

3.3 Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Supplier's exclusion from the use of such marketing materials.

4. SUPPLIER PUBLICATIONS

4.1 Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.

4.2 The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier's website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

1.1 In this Framework Schedule 12, the following expressions shall have the following meanings:

"Benchmarked Rates"	means the Framework Prices for the Benchmarked Goods and/or Services
"Benchmark Review"	means a review of the Goods and/or Services carried out in accordance with this Framework Schedule 12 to determine whether those Goods and/or Services represent Good Value
"Benchmarked Goods and/or Services"	means any Goods and/or Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
"Comparable Rates"	means rates payable by the Comparison Group for Comparable Goods and/or Services that can be fairly compared with the Framework Prices
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services
"Comparable Goods and/or Services"	means Goods and/or Services that are identical or materially similar to the Benchmarked Goods and/or Services (including in terms of scope, Statement of Requirements, volume and quality of performance) provided that if no identical or materially similar Goods and/or Services exist in the market, the Supplier shall propose an approach for developing a comparable Goods and/or Services benchmark
"Comparison Group"	means a sample group of organisations providing Comparable Goods and/or Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Goods and/or Services (as applicable) provided by the Comparison Group
"Good Value"	means that the Benchmarked Rates are within the Upper Quartile
"Upper Quartile"	means, in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Goods and/or Services, are within the top 25% in terms of best value for money for the recipients of Comparable Goods and/or Services

2. BACKGROUND

- 2.1 The Supplier acknowledges that the Authority wishes to ensure that the Goods and/or Services, represent value for money to the taxpayer throughout the Framework Period.
- 2.2 This Framework Schedule 12 (Continuous Improvement & Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Agreements remain in force:
- 2.2.1 Benchmarking;
 - 2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

- 3.1.1 The Supplier shall carry out Benchmark Reviews of the Goods and/or Services when so requested by the Authority.
- 3.1.2 The Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Goods and/or Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Goods and/or Services that are to be the Benchmarked Goods and/or Services will be identified by the Authority in writing.

3.2 Benchmarking Process

- 3.2.1 The Supplier shall produce and send to the Authority for Approval, a draft plan for the Benchmark Review.
- 3.2.2 The plan must include:
- (a) a proposed timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used;
 - (c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (d) a description of how the Supplier will scope and identify the Comparison Group.
- 3.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Authority may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
- 3.2.4 Where the Authority suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report:

- 3.3.1 For the purposes of this Framework Schedule 12 "**Benchmarking Report**" shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;
- 3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Goods and/or Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Goods and/or Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Goods and/or Services as a whole Good Value; and

- (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmarked Goods and/or Services are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Authority in accordance with Clause 18.1 (Variation Procedure).

3.3.4 The Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Bodies.

4. CONTINUOUS IMPROVEMENT

4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with the Authority the Goods and/or Services and the manner in which it is providing the Goods and/or Services with a view to reducing the Authority's costs, the costs of Contracting Bodies (including the Framework Prices) and/or improving the quality and efficiency of the Goods and/or Services. The Supplier and the Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

4.2 Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Agreements and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Agreement) during that Contract Year ("**Continuous Improvement Plan**") for the approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

4.2.1 identifying the emergence of new and evolving technologies which could improve the Goods and/or Services;

4.2.2 identifying changes in behaviour at Contracting Bodies that result in a cost saving and a reduction in the Framework Prices;

4.2.3 improving the way in which the Goods and/or Services are sold via the Framework Agreement that may result in reduced Framework Prices;

4.2.4 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;

4.2.5 identifying and implementing efficiencies in the way the Authority and/or Contracting Bodies interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;

4.2.6 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;

4.2.7 setting out a support plan detailing the training and support that will be offered to Contracting Bodies to achieve the improvements and efficiencies detailed;

- 4.2.8 baselining the quality of the Supplier's Goods and/or Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
 - 4.2.9 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Goods and/or Services, and identifying opportunities to assist Contracting Bodies in meeting their sustainability objectives.
- 4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Authority for approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.
- 4.4 The Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Authority and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Supplier's costs in providing the Goods and/or Services to Contracting Bodies be reduced as a result of any changes implemented by the Authority and/or Contracting Bodies, all of the cost savings shall be passed on to Contracting Bodies by way of a consequential and immediate reduction in the Framework Prices for the Goods and/or Services.

FRAMEWORK SCHEDULE 13: GUARANTEE

INSERT THE NAME OF THE GUARANTOR

- AND -

INSERT THE NAME OF THE BENEFICIARY

DEED OF GUARANTEE

FINAL VERSION

"Agreement"	Beneficiary and the Supplier on [insert date];]
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in the Framework Agreement;]

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and

unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 [Address of the Guarantor in England and Wales]

4.1.2 [Facsimile Number]

4.1.3 For the Attention of [insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in

accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall

not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

(a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

- (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall

continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW

15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods and/or Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

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

3. FAILURE TO INSURE

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

reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF POLICIES

4.1 The Supplier shall upon the Framework Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 14. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

6.1 The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and/or Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Goods and/or Services or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of

7.2.1 **Professional indemnity insurance** with a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim (or such higher limit as required by Law) and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of Goods and/or Services effect and maintain such professional indemnity insurance for the period of this Framework Agreement;

7.2.2 **Public liability insurance** adequate to cover all risks in the performance of this **Framework** Agreement and any Call Off Contract from time to time with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim (or such higher limit as required by Law from time to time);

7.2.3 **Product liability insurance** with a minimum limit in respect of product liability insurance of two million pounds sterling (£2,000,000) aggregate per Year (or such higher limit as required by Law from time to time); and

7.2.4 **Employer's liability insurance** in respect of the Supplier's employees with a minimum limit of five million pounds sterling (£5,000,000) (or such higher minimum limit as required by Law from time to time) and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain such own Employer's indemnity insurance for the period of this Framework Agreement.

7.2.5 Relating to or arising out of the provision of the Goods and/or Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14) and arising out of or in connection with the provision of the Goods and/or Services and in connection with this Framework Agreement.

3. LIMIT OF INDEMNITY

3.1 Not less than £2 million sum to be determined by the Authority in respect of any one occurrence, the number of occurrences being unlimited, but £2million sum to be determined by the Authority any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. PERIOD OF INSURANCE

4.1 From the Framework Commencement Date for the Framework Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

5. COVER FEATURES AND EXTENSIONS

5.1 Indemnity to principals clause.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils.

6.2 Nuclear and radioactive risks.

6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

7. MAXIMUM DEDUCTIBLE THRESHOLD

7.1 Not to exceed ***[threshold to be agreed with Supplier]*** for each and every third party property damage claim (personal injury claims to be paid in full).

FINAL VERSION

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Goods and/or Services.

3. LIMIT OF INDEMNITY

3.1 Not less than £1 million in respect of any one claim and in the aggregate per annum.

4. PERIOD OF INSURANCE

4.1 From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.

5. COVER FEATURES AND EXTENSIONS

5.1 Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Commencement Date.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils

6.2 Nuclear and radioactive risks

7. MAXIMUM DEDUCTIBLE THRESHOLD

7.1 Not to exceed (*threshold to be agreed with Supplier*) in each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

FINAL VERSION

FINAL VERSION

FRAMEWORK SCHEDULE 16: FINANCIAL DISTRESS

1. DEFINITIONS

1.1 In this Framework Schedule 16, the following definitions shall apply:

"Credit Rating Threshold"	means the minimum credit rating level for the Supplier as set out in Annex 2 and for each Key Sub-Contractor as set out in Schedule 7 (Key Sub-Contractors)]; and
"Financial Distress Service Continuity Plan"	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement in the event that a Financial Distress Event occurs;
"Rating Agencies"	means the rating agencies listed in Annex 1.

2. CREDIT RATING AND DUTY TO NOTIFY

2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Framework Commencement Date the long term credit ratings issued for the Supplier by each of the Rating Agencies are as set out in Annex 2.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for either the Supplier and (and in any event within five (5) Working Days of the occurrence of the downgrade).

2.3 If there is any downgrade credit rating issued by any Rating Agency for either the Supplier, the Supplier shall ensure that the Supplier's auditors and Framework Guarantor auditors (as the case may be) thereafter provide the Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Supplier as the case may be as at the end of each Contract Year or such other date as may be requested by the Authority. For these purposes the "quick ratio" on any date means:

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

where:

A	is the value at the relevant date of all cash in hand and at the bank of the Supplier (as the case may be);
B	is the value of all marketable securities held by the Supplier (as the case may be) determined using closing prices on the Working Day preceding the relevant date;
C	is the value at the relevant date of all account receivables of the Supplier (as the case may be); and
D	is the value at the relevant date of the current liabilities of

the Supplier (as the case may be).

2.4 The Supplier shall:

2.4.1 regularly monitor the credit ratings of the Supplier, each Key Sub-Contractor with the Rating Agencies; and

2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or Key Sub-Contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-Contractor Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event, the Key Sub-Contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-Contractor Financial Distress Event).

2.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph 3.1.1, the credit rating of the Supplier, or relevant Key Sub-Contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Supplier, or relevant Key Sub-Contractor (as the case may be)] at or below the applicable Credit Rating Threshold.

3. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

3.1.1 the credit rating of the Supplier or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;

3.1.2 the Supplier or , any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, the or any Key Sub-Contractor;

3.1.4 the Supplier, or any Key Sub-Contractor committing a material breach of covenant to its lenders;

3.1.5 a Key Sub-Contractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or

3.1.6 any of the following:

(a) commencement of any litigation against the Supplier, the or any Key Sub-Contractor with respect to financial indebtedness or obligations under a service contract;

(b) non-payment by the Supplier, or any Key Sub-Contractor of any financial indebtedness;

(c) any financial indebtedness of the Supplier, or any Key Sub-Contractor] becoming due as a result of an event of default; or

(d) the cancellation or suspension of any financial indebtedness in respect of the Supplier, or any Key Sub-Contractor,

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement;

then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 3.3 to 3.6.

3.2 In the event of a late or non-payment of a Key Sub-Contractor pursuant to paragraph 3.1.5, the Authority shall not exercise any of its rights or remedies under paragraph 3.3 without first giving the Supplier ten (10) Working Days to:

3.2.1 rectify such late or non-payment; or

3.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

3.3 The Supplier shall (and shall procure that or any relevant Key Sub-Contractor shall):

3.3.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement; and

3.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement:

(a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and

(b) provide such financial information relating to the Supplier as the Authority may reasonably require.

3.4 The Authority shall not withhold its Approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Authority or referred to the Dispute Resolution Procedure pursuant to paragraph 3.5.

- 3.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
- 3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement;
 - 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of paragraphs 3.5 and 3.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under paragraph 3.6.

4. TERMINATION RIGHTS

- 4.1 The Authority shall be entitled to terminate this Framework Agreement for material Default if:
- 4.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with paragraph 2.4;
 - 4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 3.3 to 3.5; and/or
 - 4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.6.3.

5. PRIMACY OF CREDIT RATINGS

- 5.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to Paragraphs 3.1.1 to 3.1.6, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 5.1.1 the Supplier shall be relieved automatically of its obligations under paragraphs 3.3 to 3.6; and
 - 5.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with paragraph 3.3.2(b).

ANNEX 1: RATING AGENCIES

Rating Agency - Experian

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ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	51	51
Key Sub Contractor	51	51

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FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

6. INTRODUCTION

- 6.1 In this Framework Schedule 17 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 6.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 17 applies.
- 6.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 26.4 (Freedom of Information), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

NONE SUPPLIED

No.	Date	Item(s)	Duration of Confidentiality
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Guidance note: Any information provided in this Framework Schedule should be information which would be exempt under the FOIA. If the information would not be exempt under FOIA the Authority may publish it under Clause 26.3 (Transparency) of this Framework Agreement.]

[Guidance note: where any information listed in this Framework Schedule 17 is considered to be Management Information for the purposes of Clause 24.1 of the Framework Agreement and is provided by the Supplier to the Authority, the Authority may disclose the Management Information to other Contracting Authorities in accordance with Clause 24.1.2 of this Framework Agreement.]

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 18, the following definitions shall apply:

"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2;
"Exception"	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Goods and/or Services;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
"Expert"	means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 18;
"Mediation Notice"	has the meaning given to it in paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 18.

2.4 Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:

2.4.1 first by commercial negotiation (as prescribed in paragraph 3);

2.4.2 then by mediation (as prescribed in paragraph 4); and

2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 48 (*Governing Law and Jurisdiction*)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

2.5 In exceptional circumstances where the use of the times in this Framework Schedule 18 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 18:

2.6.1 in paragraph 3.2.3, ten (10) Working Days;

2.6.2 in paragraph 4.2, ten (10) Working Days;

2.6.3 in paragraph 5.2, five (5) Working Days; and

2.6.4 in paragraph 6.2, ten (10) Working Days.

2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Category Lead and the Supplier's Managing Director, such discussions being commercial negotiations.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and

5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 48 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FINAL VERSION

FRAMEWORK SCHEDULE 19: VARIATION FORM

Variation Form No:

.....

BETWEEN:

[insert name of Authority] ("**the Authority**")

and

[insert name of Supplier] ("**the Supplier**")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

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