



Crown
Commercial
Service

**CENTRE FOR APPLIED SCIENCE & TECHNOLOGY
(CAST)**

- and -

SABRE COMPUTERS INTERNATIONAL LTD

**ANNEXES
relating to
PROVISION OF VELOCITY MEASURING
EQUIPMENT
CCOG16A11**

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“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: (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;
“Charges”	means the charges for the Goods as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the Goods to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 7. Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 1998;
“FOIA”	means the Freedom of Information Act 2000;
“Goods”	means the goods to be supplied by the Supplier to the Customer under the Agreement;
“Information”	has the meaning given under section 84 of the FOIA;
“Party”	the Supplier or the Customer (as appropriate) and “Parties” shall mean both of

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them;

“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Supplier to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Goods to be supplied by the Supplier to the Customer (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Goods subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

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3 SUPPLY OF GOODS

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Goods to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Goods, the Supplier shall co-operate with the Customer in all matters relating to the supply of Goods and comply with all the Customer's instructions.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Agreement shall:
- 3.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - 3.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 3.3.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - 3.3.4 be free from design defects;
 - 3.3.5 be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Customer of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause; and
 - 3.3.6 and the Supplier itself shall, comply with all applicable laws.

4 SUPPLY OF SERVICES

- 4.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 4.2 In supplying the Services, the Supplier shall:
- 4.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 4.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 4.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 4.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 4.2.5 comply with all applicable laws; and
 - 4.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

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- 4.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Goods shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods.
- 5.3 Following Delivery of the Goods, the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 4.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 18.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 4.3 to 4.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 4.3 to 4.8 of this Agreement.
 - 5.8.3 In this clause 4.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any

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breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 CANCELLATION

- 6.1 The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

7 DELIVERY

- 7.1 The Supplier shall Deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.
- 7.2 Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Goods shall be provided without acceptance by the Customer or the Crown of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 7.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 7.4 Unless otherwise stipulated by the Customer in the Award Letter, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 7.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 2.2, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
- 7.5.1 to terminate the Agreement;
 - 7.5.2 request the Supplier, free of charge, to deliver substitute Goods within the timescales specified by the Customer;
 - 7.5.3 to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

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- 7.5.4 to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Goods or part of Goods duly returned;
- 7.5.5 to buy the same or similar Goods from another supplier and
to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

8 PROPERTY AND GUARANTEE OF TITLE

- 7.1 Without prejudice to any other rights or remedies of the Customer, title and risk in the Goods shall pass to the Customer when Delivery of the Goods is complete (including off-loading and stacking)
- 8.2 The Supplier warrants that:
 - 8.2.1 it has full clear and unencumbered title to all the Goods;
 - 8.2.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the Goods.

9 STAFF

- 9.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 9.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 9.1.2 direct the Supplier to end the involvement in the provision of the Goods of the relevant person(s); and/or
 - 9.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 9.2 The Supplier shall:
 - 9.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;
 - 9.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 9.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as

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soon as is reasonably practicable.

- 10.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

11 INTELLECTUAL PROPERTY AND INDEMNITY

- 10.1 The Supplier grants or shall procure the grant of from the respective owner to the Customer a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil its obligations under this Agreement.
- 10.2 The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 10.3 The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 GOVERNANCE AND RECORDS

- 12.1 The Supplier shall:
- 12.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 12.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Goods supplied under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 13.1 Subject to clause 13.2, each Party shall:
- 13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

13.2.2 to its auditors or for the purposes of regulatory requirements;

13.2.3 on a confidential basis, to its professional advisers;

13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 12.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 14.

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 Customer under this clause 12.

13.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

14 FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

14.1.1 provide all necessary assistance and cooperation as reasonably requested by

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the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 14.1.2 transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 14.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 14.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 14.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Goods (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure
- 14.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

15 PROTECTION AND SECURITY OF DATA

- 15.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 15.2 When handling Customer data, the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

16 LIABILITY

- 16.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 16.2 Subject always to clause 16.3
 - 16.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Goods, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 16.2.2 except in the case of claims arising under clauses 10.1.2 and 20.3, in no event shall either Party be liable to the other Party for any:
 - (a) loss of profits;

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- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

16.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

16.3.1 death or personal injury caused by its negligence or that of its Staff;

16.3.2 fraud or fraudulent misrepresentation by it or that of its Staff;

1.1.1 15.3.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

15.3.4 any other matter which, by law, may not be excluded or limited.

15.4 The Supplier's liability under the indemnity in clauses 10.2 and 19.3 shall be unlimited.

17 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

18 TERMINATION

18.1 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement in whole or in part before Delivery or after Delivery (where only part of Goods have been Delivered) by written notice to the Supplier with immediate effect if the Supplier:

- 18.1.1 (without prejudice to clause 18.1.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 18.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 18.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 18.1.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 18.1.5 breaches the provisions of clauses 9.2, 13, 14, 15 and 19;
- 18.1.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.1.6) in consequence of debt in any jurisdiction; or

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- 18.1.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.2 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 18.1.4 or any potential such change of control.
- 18.3 In addition to the Supplier's statutory rights, the Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 18.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 9, 10, 12.2, 13, 14, 15, 16, 18.5, 19.4, 20.3, 21 and 22.7 and any other term or condition of the Agreement that either expressly or by implication has effect after termination.
- 18.5 Upon termination or expiry of the Agreement, the Supplier shall:
- 18.5.1 give all reasonable assistance to the Customer and any incoming supplier of Goods; and
 - 18.5.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

19 COMPLIANCE

- 19.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 19.2 The Supplier shall:
- 19.2.1 comply with the reasonable requirements of the Customer's security arrangements;
 - 19.2.2 comply with all the Customer's health and safety measures;
 - 19.2.3 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 19.2.4 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
 - 19.2.5 take all reasonable steps to secure the observance of clause 19.2.4 by all Staff; and
 - 19.2.6 supply the Goods and any packaging in accordance with the Customer's environmental policy as provided from time to time.
- 19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

19.4.1 the Official Secrets Acts 1911 to 1989; and

19.4.2 section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

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

20.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

20.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

20.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

21 DISPUTE RESOLUTION

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

22 GENERAL

22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

22.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

22.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

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- 22.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 22.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 22.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

23 NOTICES

- 23.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 23.3 Notices under clauses 17 (Force Majeure) and 18 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 GOVERNING LAW AND JURISDICTION

- 24.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

REDACT

ANNEX 3 – STATEMENT OF REQUIREMENT

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1. PURPOSE

- 1.1 The purpose of this procurement is to award a contract for the provision of Projectile Velocity Measuring Equipment. The equipment shall be installed in the firing test range for the Home Office Centre for Applied Science and Technology (CAST), (the “Authority”).

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 CAST consists of a unique team of scientists and engineers at the heart of the Home Office providing expert advice, innovation and frontline support. The Authority is the primary science and technology interface between Home Office ministers and policy makers, frontline delivery partners, and the suppliers of science and technology. Understanding the policy and operational context of Home Office business allows the Authority to operate where others cannot for reasons of impartiality, national security or market failure.
- 2.2 The Authority’s expertise and activities are focused into capability areas that serve the range of Home Office interests in: contraband detection, crime prevention and community safety, cyber, forensics, identity assurance, protective security, public order and surveillance.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 CAST conducts ballistic testing primarily for body armour certification. Work is also undertaken to determine performance of various projectiles (bullets).
- 3.2 Measurement equipment is required to capture, record, display and store the velocity of projectiles fired in the CAST indoor 30 metre range.
- 3.3 The current system is time consuming to set up and configure and is considered to be end of life. As a result replacement equipment is being sourced.
- 3.4 The Authority requires the installation to be covered by an all-inclusive support and maintenance contract. The term of the contract shall be for an initial two (2) year period with an option to extend for a further 2 years. (2+1+1).

4. DEFINITIONS

Expression or Acronym	Definition
VME	Means: Velocity Measuring Equipment - The equipment commonly referred to as velocity or light gates, projectile velocity measuring device, sky screens

5. SCOPE OF REQUIREMENT

5.1 Essential Requirements

5.1.1 Physical

Must be able to fit through the CAST firing range doors. Range door height 1.97m X 1.68m width and be moved into and out of the range door without requiring disassembly.

If the equipment rests on a trolley and is unable to fit through the range door, it is acceptable for it to be taken off the trolley and put back on once in range.

- 5.1.1.1 The system must be mounted on a height adjustable fixture/frame that is mobile with lockable wheels.
- 5.1.1.2 The minimum dimension for the shot window is 640 X 360 mm (Height X Width)
- 5.1.1.3 The weight of the velocity kit including the mounting frame should be no more than 20kg. This should be easily manoeuvrable for one person.
- 5.1.1.4 All cables and connectors shall be provided by the supplier.
- 5.1.1.5 The system should be powered by UK standard mains voltage AC 230V +10%.
- 5.1.1.6 The system should be able to operate normally between the temperature ranges of -10oC to +40oC

5.1.2 Performance

- 5.1.2.1 Velocity range from 50m/s to 1000m/s
- 5.1.2.2 The system must be sensitive and capable of capture that is able to display and record the velocity of projectile calibres from 3mm to 50mm.
- 5.1.2.3 Single shot measurement capability
- 5.1.2.4 The system must be able to perform a self-check before use and provide a visual display that the system is ready
- 5.1.2.5 Self-calibrating without the use of specialist equipment and can output calibration settings to provide a baseline to be used as annual certification to confirm calibration settings
- 5.1.2.6 The supplier shall provide the system requirements for the VME software. Software should run on Windows 7 or above.
- 5.1.2.7 Should be able to operate in artificial and natural day light.

5.1.3 Recording

- 5.1.3.1 Output from the system should interface with CAST's own computer that will display, record and save the velocity and shot data.
- 5.1.3.2 The system software should be able to export data into Microsoft Excel in .xls format
- 5.1.3.3 The test records must be saved in the software
- 5.1.3.4 The test records must be searchable on the software

5.1.3.5 The software must be able to display results in a clear to understand format, MS xls, and enable output to printer or digital media (Printer is not required). The software must be configurable for both nose and tail/base end measurement of the projectile.

5.1.3.6 Pulse input and output must have BNC connectors for compatibility with existing equipment at CAST e.g. triggers for high speed camera

5.1.4 Support and Maintenance

5.1.4.1 User guide in hard copy and electronic format.

5.1.4.2 The supplier must be able to fully support and service the system from the UK.

5.1.4.3 Suppliers to provide annual servicing, repairs and parts. A firm price for the initial two (2) year period for parts must be provided within Appendix E Pricing Schedule. This will be used for information purposes only and will not be used for evaluation purposes.

5.1.4.4 Where the option to extend the contract is exercised, on-going parts prices shall be agreed on an 'open-book' basis.

5.1.4.5 The equipment provided should come with a full manufacturer's warranty from the date of installation.

5.1.4.6 The supplier shall make provision for telephone support during normal office hours, Monday – Friday 09:00 to 17:00. In the event of an on-site support being required the supplier shall make provision for an engineer to carry out any repairs within 5 working days of the fault being reported.

5.1.4.7 During the yearly planned maintenance visit the supplier must carry out calibration testing of the equipment. A certificate must be provided detailing the work carried out within 5 working days of this requirement.

5.1.5 Installation and Training

5.1.5.1 The system should be installed, tested to ensure it is operating correctly and calibrated on the CAST site at St Albans.

5.1.5.2 The Authority requires the supplier to provide hands-on; interactive and practical training on the equipment once it has been installed

5.1.5.3 The training shall be delivered within 5 working days of the installation and should not exceed 1 day in duration. The training shall be required for a maximum of 6 delegates.

5.1.5.4 The training session shall be supplemented with relevant documentation such as user guides and troubleshooting questions.

6. KEY MILESTONES

- 6.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Supply and install the agreed velocity measurement system at the CAST site in St. Albans	Within 4 weeks of Contract Award
2	Provide training on the system for up to 6 (six) CAST staff	Within 4 weeks of Contract Award
3	Conduct annual service and calibration	Within week 52 weeks of Contract Award
4	Provide telephone support and advice Mon-Fri between 09:00-17:00 and repair the device within 5 working days of fault reporting, subject to lead time of spare parts.	Within 4 weeks of Contract Award

7. AUTHORITY'S RESPONSIBILITIES

- 7.1 The Authority will follow all operating instructions and will not modify or amend the manufacturer's configuration and set-up, unless agreed with the manufacturer for certain specific tests.
- 7.2 The Authority will only use the system for the purposes of velocity or target measurements and for normal operating uses.
- 7.3 The Authority will allow access to the CAST site for regular maintenance checks and servicing between 0900hrs and 1700hrs Monday to Friday. 48 hours' notice minimum required for scheduled visits.

8. REPORTING

- 8.1 The supplier shall be capable of conducting an initial calibration, prior to any adjustment and re-calibration, when requested. This is required to determine how much the equipment may have drifted (if at all) since the previous calibration. The supplier shall ensure the before and after calibration readings are recorded on the certificate. The pre and post adjustment calibration and any adjustment and servicing of the equipment are mandatory elements for this equipment and shall be UKAS calibrated as standard.

9. VOLUMES

- 9.1 Single system required.

10. CONTINUOUS IMPROVEMENT

- 10.1 The supplier will be expected to continually improve the way in which the required services are to be delivered throughout the contract duration.
- 10.2 The supplier should suggest more efficient and new ways of working to the authority during routine maintenance and annual service visits.

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- 10.3 Changes to the way in which the services are to be delivered must be brought to the authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 Not Applicable

12. QUALITY

- 12.1 The Authority requires 'standard' calibration to be defined as Tracing Calibration according to the requirement of ISO9001 (2008) / ISO10012 (2003).

13. PRICE

- 13.1 The Authority would like a total price, excluding VAT, for the installed and working product with instruction manuals and software. This should include CAST staff user training for up to 6 (six) staff and installation. Annual service costs to be separate. A pricing schedule of repairs for staff time is also to be included.
- 13.2 Prices are to be submitted via the e-Sourcing Suite, Appendix E excluding VAT. Suppliers are also required to submit a quotation in their Company letter headed paper.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the CAST Velocity Measuring equipment Support Contract in order to consistently deliver a quality service to all Parties.
- 14.2 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The supplier shall hold current and valid UKAS Accreditation (ISO/IEC 17025:2005) and ISO Registration (ISO9001 (2008) / ISO10012 (2003). If the supplier sub-contracts any element of the service, the sub-contractor(s) shall hold the same certification.
- 15.2 Requests for support, repairs and maintenance are expected to be investigated by the supplier within 5 days of the reported fault or issue.

KPI/SLA	Service Area	KPI/SLA Description	Target
#1	Telephone support	Monday to Friday 9 to 5	98%
#2	Engineer attendance (resolution)	The attendance of an engineer to site within 5 working days in order to resolve fault which could not be	98%

		resolved via telephone support	
--	--	-----------------------------------	--

- 15.3 Where the Authority identifies poor performance against the agreed KPI's the Supplier shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 10 working days form the date of notification.
- 15.4 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier shall also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out is proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 15.5 The Authority agrees to work with the Supplier to resolve service failure issues. However, it will remain the Suppliers responsibility to resolve any service failure issues.
- 15.6 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the contract tin accordance with the procedures set out in Appendix C - Terms and Conditions.

16. SECURITY REQUIREMENTS

- 16.1 The supplier shall not disclose any details with regard to the Authority's requirement to a third party without written consent.
- 16.2 The Authority's site is secure and any visitors are escorted at all times so no specific security clearances are required.
- 16.3 Access to the CAST site requires 48 hours minimum notice, the names and organisations of visitors are required, suitable photographic ID needs to be provided, such as passport, driving licence, company ID or other photo ID. Cars and bags are subject to search. Basic security checks may be conducted of suppliers and third party repairers if applicable.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 17.1 The Authority will retain the right to own the equipment and all data resulting from tests and calibration.

18. PAYMENT

- 18.1 The Supplier should ensure all invoices are sent to:

18.1.1 Home Office Shared Service Centre
HO Box 5015
Newport, Gwent NP20 9BB
Tel: 08450 100125
Fax: 01633 581514
Email: post-room-rescan@homeoffice.gsi.gov.uk

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- 18.2 If parts and consumables are required by the Authority from the supplier a written quotation must be approved by the Authority before any works commence.
- 18.3 All parts and consumables required throughout the contract will be paid via purchase order.
- 18.4 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 18.5 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

19. ADDITIONAL INFORMATION

- 19.1 A site visit will be held at the Sandridge site on Monday 31st October 2016 at Woodcock Hill, Sandridge, St Albans AL4 9HQ to enable potential suppliers to view the site.
- 19.2 Potential suppliers must confirm their attendance by Midday Thursday 27th October 2016 via a message on the e-sourcing portal. Potential providers are restricted to three individuals per visit and the names of the individuals must be provided in advance via the message on the e-sourcing portal. It is a requirement of the sites that photographic identification such as a passport or driving licence be presented at security. There is adequate parking at both sites; please note that vehicles may be subject to a security search upon entry.

20. LOCATION

- 20.1 The Authority is based in CAST, Woodcock Hill, Sandridge, St Albans, AL4 9HQ

ANNEX 4 – SUPPLIER’S RESPONSE

(As provided within the e-Sourcing event)

Response to Question 4.1 - REDACT

Response to Question 4.2 - REDACT

Response to Question 4.3 - REDACT

Response to Question 5.1 - REDACT



ANNEX 5 –CLARIFICATIONS



Clarification
Questions & Answers.



ANNEX 6 – ADDITIONAL TERMS & CONDITIONS – Not Applicable

ANNEX 7 – CHANGE CONTROL FORMS

Contract Management Guidance – Template #10

CHANGE CONTROL FORM- General – v. 4

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Change Control Process map: Management Process

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

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Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]

Change authorised to
proceed to Stage 2
(Customer
organisation
representative)

Signature

Print Name & Position

Date

Change authorised to
proceed to Stage 2
(CCS representative):

Signature

Print Name & Position

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
Breakdown		
Breakdown		
Breakdown		
TOTAL		

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ABORTIVE COSTS:

[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**):

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

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STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
(**Customer
Representative**)

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(**CCS**):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(**Customer
representative**)

Print Name &
Position

OFFICIAL

Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Change Control Process map: Management Process

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CLIENT

Summary of proposals/
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	[Contract current expiry date]		
Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	[e.g. proposed implementation route; conditions of delivery]		
ABORTIVE COSTS :	[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]		
NB: Any abortive costs to be discussed with the client before being incurred			
Anticipated period from CCN being authorised by client to start of related provision			
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			



Signed (**Supplier Representative**):

Print Name & Position:

Date:

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

[Yes/No]

By signing below, unless CCN is withdrawn, the *[Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
(**Customer
Representative**)

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(**CCS**):

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V2.1 14th November 2016

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the **[works have been completed/ provision required under the CCN commenced]** in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(**Customer
representative**):

Print Name &
Position

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