**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

**CALL-OFF REFERENCE:** CCZW25A01 / CO0595 Essex Pension Fund Printing & Posting

**THE BUYER:** Essex County Council (on behalf of Essex Pension Fund)

**BUYER ADDRESS**: **Redacted Text under FOIA section 40 – Personal Information**

**THE SUPPLIER:**  Adare SEC

**SUPPLIER ADDRESS: Redacted Text under FOIA section 40 – Personal Information**

**REGISTRATION NUMBER: Redacted Text under FOIA section 40 – Personal Information**

**DUNS NUMBER:** **Redacted Text under FOIA section 40 – Personal Information**

**SID4GOV ID: Redacted Text under FOIA section 40 – Personal Information**

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 15/04/2025

It’s issued under the Framework Contract with the reference number RM6297 for the provision of Essex Pension Fund Printing and Posting.

**CALL-OFF LOT(S):**

LOT 2

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6297
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6297**
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **RM6297**
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 24 (Corporate Resolution Planning)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6297**
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

**Special Term 1: Accelerated Payment Rebate Scheme**

On the E-Sourcing Portal (Proactis): CO0412 Tender Questionnaire - Bidders are asked if they would like to sign up to the APRS. Appendix D – CO0412 Pricing Schedule details the options available and includes a tab that suppliers should complete detailing the rebate percentage they wish to offer.

The net price offered by the Bidder will be used to evaluate their price submission.

The bidder is required to confirm whether they wish to take part in the APRS (Accelerated Payment Rebate Scheme).

* Where the Bidder answers ‘Yes’ then they will be required to provide the APRS Declaration Form to confirm they have read and understood how the APRS will operate and that they wish to participate in the scheme subject to the terms for such scheme.
* Where the Bidder answers ‘No’ then they will be required to provide the APRS Declaration Form confirming that.

The bidder is required to complete Appendix D in the prescribed format in accordance with the instructions set out and re-attach the completed documentation.

Accelerated Payment Rebate Scheme (APRS) - Pricing Matrix and Contract

The Authority is able to offer an accelerated payment rebate scheme (APRS) to suppliers who are subject to ECC’s standard 30-day payment terms, through the Authority’s electronic payment processes and systems (**ECC Payment System**). The Authority may change its payment system from time to time and suppliers will be notified of the current system and any changes to it.

Participation in the APRS is optional/voluntary for suppliers.

The benefits to suppliers in joining APRS are:

* Improved cash flow through early payment of invoices
* Increased process efficiency via e-invoicing
* Dedicated processing and query resolution

Where the supplier has opted into the APRS and is awarded the contract, payments by the Authority made earlier than the standard 30 days will be subject to a rebate in the Authority’s favour on a sliding scale basis which will be calculated from the supplier’s gross price. The deduction from the gross price will be processed by the ECC Payment System issuing a debit note.

If you are a local Small to Medium Enterprise (SME), i.e., you have a head office in Essex, have fewer than 250 employees AND have a turnover of less than £22M, then the APRS won’t be applicable at this point in time. Instead, successful local SMEs are able to request early payment post contract award by emailing: **Redacted Text under FOIA section 40 – Personal Information** Where early payment is requested, ECC endeavours basis and contractually payment terms would remain 30 days as standard. ECC reserves the right to withdraw early payments to local SMEs at any time – should this decision be made, we would intend to communicate this in advance and offer participation into the Accelerated Payment Rebate Scheme as an alternative mechanism to early payment.

1. The Parties agree that:
	* 1. in this Special Term 1 (Accelerated Payment Rebate Scheme), the words and expressions in the table below have the meanings given to them unless the context otherwise requires;
		2. as at the date of this Agreement, the Parties have agreed that the APRS will notapply to this Agreement. [The Parties may at any time during the Contract Term opt into the APRS and shall agree the APRS Effective Date and the APRS Rebate Percentages and shall use the change control note form set out at Annexure 1 to record such change].[[1]](#footnote-1)
		3. where the APRS is applicable to this Agreement, the provisions of this Agreement shall be construed in accordance with and in light of these APRS Clauses in order to give effect to the application of the APRS to this Agreement.

|  |  |
| --- | --- |
| **APRS** | means the “Accelerated Payment Rebate Scheme” being a voluntary scheme by which the Contractor benefits from earlier payment of its invoices and the Authority benefits from a discount in relation to such earlier payments in accordance with the terms set out in these APRS Clauses; |
| **APRS Clauses**  | means the provisions relating to the APRS set out within this Special Term of the Order Form. |
| **APRS Effective Date** | means the date the Authority notifies the Contractor in accordance with paragraph 2.4 of these APRS Clauses; |
| **APRS End Date**  | means the date on which the APRS ceases to apply to this Agreement in accordance with the Contractor or Authority notifications pursuant to paragraph 2.5 of these APRS Clauses; |
| **APRS Rebate** | means such amounts calculated and deducted from a Gross Amount in accordance with paragraph 2.10 of these APRS Clauses and deducted from the relevant invoice and **APRS Rebates** shall be construed accordingly; |
| **APRS Rebate Percentage** | means the relevant rebate percentages set out in paragraph 2.15 of these APRS Clauses and **APRS Rebate Percentages** shall be construed; accordingly, |
| **APRS Rebate Period** | means the relevant period calculated by the ECC Payment System being the number of the days elapsed between the APRS Trigger Date and the Invoice Payment Date and does not include the APRS Trigger Date; |
| **APRS Term** | means the period from the Effective Date to the APRS End Date;  |
| **APRS Trigger Date** | means the valid invoice receipt date on the ECC Payment System of an invoice submitted by the Contractor in accordance with the invoicing arrangements in this Agreement; |
| **Expiry Date** | means the expiry date of this Agreement; |
| **ECC Payment System** | means such payment processes and systems as the Authority has in place (from time to time) to process and pay invoices; |
| **Gross Amount** | during the APRS Term, such monthly gross amount calculated and payable in accordance with the terms of this Agreement which will be invoiced by the Contractor to the Authority after the APRS Effective Date and **Gross Amounts** shall be construed; accordingly, |
| **Invoice Payment Date** | means the date on which the Authority creates a payment on the ECC Payment System for the relevant month for release to BACS.  |

1. **The APRS**
	1. The Authority and the Contractor agree that:
		1. the Contractor has the opportunity to benefit from the early payment of its invoices and for the Authority to benefit from a discount to the Contractor’s invoices from the APRS Effective Date in accordance with the APRS Clauses of this Agreement;
		2. the APRS shall apply to this Agreement during the APRS Term and the APRS Clauses shall apply to the payment of invoices submitted in accordance with this Agreement;
		3. the APRS applies only to the submission and payment of invoices for the Gross Amounts under this Agreement and no other provisions in this Agreement are hereby affected;
		4. the Authority shall be entitled to deduct and retain an APRS Rebate in relation to a Gross Amount invoiced in accordance with the processes set out in these APRS Clauses where the Authority pays the Contractor for such invoice earlier than the standard 30-day payment terms;
		5. the Gross Amounts set out in this Agreement are unamended by the application of the APRS to this Agreement;
		6. as at the date of this Agreement, the APRS Rebate Percentages applicable to this Agreement have not been agreed by the Authority and the Contractor.
	2. Where the APRS is applicable to this Agreement, the Contractor warrants that:
		1. it has undertaken its own analysis of the potential impact and effect of the operation of the APRS on its cashflow and service delivery;
		2. the deduction of any APRS Rebate will not have a negative effect or impact on the delivery of the Services under this Agreement in terms of volumes, levels of activity, manner of delivery or in any other way including staffing levels;
		3. where the Authority does not pay any Gross Amount on an earlier date as contemplated by the APRS, this shall not have a negative effect or impact on the delivery of the Services under this Agreement.
	3. The Contractor agrees that it shall not raise any claim, argument, complaint or defence that the operation or non-operation of the APRS has affected or impacted its ability to provide the Services under this Agreement and/or manage its cashflow.
	4. The Authority shall notify the Contractor of the date when the APRS becomes operational for this Agreement and the first invoice to which it may apply and the date of such notification shall be the APRS Effective Date.
	5. The Authority and the Contractor agree that the APRS shall apply to this Agreement for a minimum period of two (2) years from the APRS Effective Date and will thereafter continue until the Expiry Date (including any extension of this Agreement) unless and until:
		1. the Contractor opts out of the APRS giving not less than six (6) months’ written notice to that effect to the Authority, such opting out and cessation of the application of the APRS in relation to this Agreement to be effective no earlier than the date that is two (2) years from the APRS Effective Date PROVDED that where this Agreement has less than two (2) years duration from the APRS Effective Date, the APRS shall apply for the unexpired duration of this Agreement and the Authority and the Contractor shall agree the last invoice to which the APRS shall apply following the service of any such notice;
		2. the Authority serves notice on the Contractor to cease the application of the APRS to this Agreement; such notice can be served at any time on at least one months’ notice including within the minimum two (2) year initial period from the APRS Effective Date and the Authority shall specify within such notice the last invoice to which the APRS shall apply provided that such notice cannot have retrospective effect.
	6. Where the APRS ceases to apply by virtue of either the Contractor or the Authority serving notice in accordance with paragraph 2.5 above:
		1. the APRS will from the relevant date cease to apply to this Agreement and this Agreement shall otherwise continue in full force and effect;
		2. in respect of any Gross Amounts that have been validly invoiced in accordance with this Agreement but remain unpaid up to and including the date of the APRS ceasing to apply to this Agreement, the relevant terms of the APRS Clauses shall remain in full force and effect in respect of any such invoiced amounts until payment has been made in accordance with this Agreement.
	7. Cessation of the application of the APRS to this Agreement shall not affect any rights, remedies, obligations or liabilities of the Authority and/or the Contractor that have accrued up to the date of cessation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of cessation.

* 1. From the APRS Effective Date, the Contractor:
		1. shall comply with all processes notified to the Contractor in relation to the ECC Payment System;
		2. must submit (or continue to submit) electronic invoices to the Authority by turning relevant outstanding purchase orders into electronic invoices by utilising the PO Flip method in accordance with this Agreement;
		3. must use an appropriate mutually agreed identifier on all invoices in accordance with processes agreed with the Authority in order for the Authority (and its suppliers) to calculate the APRS Rebate applicable to any relevant invoices;
		4. must ensure that each invoice contains separate lines to identify the costs that form the total payment requested for the relevant month;
		5. shall provide the Authority with a central e-mail address to which orders will be sent electronically via the ECC Payment System from the APRS Effective Date. It is the Contractor’s responsibility to ensure that the continuity of service to such central e-mail address remains valid at all times and that orders are processed promptly;
		6. shall ensure that programs and/or other data downloaded, uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever.
	2. In the event of any disputed invoice or part thereof, the Authority shall agree with the Contractor in relation to the relevant dispute as to how such invoice is to be treated which may include payment of the undisputed amounts by amendment of the invoice on the ECC Payment System in order to process the payment of the undisputed amounts including the calculation of the APRS Rebate (if any) applicable to such undisputed amounts or it may involve suspension of the invoice until such time as the dispute is resolved. The Authority shall not be obliged or required to agree any particular solution in the event of a disputed invoice which shall be subject to the dispute processes set out in this Agreement. Once the dispute has been resolved the calculation of any APRS Rebate shall thereafter be calculated in accordance with the processes agreed by the Parties in accordance with this paragraph 2.9 and consistent with the principles set out within this Agreement.
	3. Following submission of the relevant invoice for the monthly Gross Amount:
		1. the Authority shall process such invoice including the carrying out of any matching and validation processes and if approved by the Authority, the Authority will create a payment for release to BACS;
		2. the APRS Trigger Date and the Invoice Payment Date are used to calculate the APRS Rebate Period;
		3. the relevant APRS Rebate Percentage applied - the relevant rebate percentage (%) will be calculated to 14 decimal places and it is this value that will be applied in all calculations. However, for simplicity, the rebate % displayed in the table at paragraph 2.16 (Rebate Percentages) has been rounded to 2 decimal places;
		4. the APRS Rebate will be calculated - rebates applied to invoices are calculated at an invoice line-item level. The result of this calculation is rounded to the nearest pence;
		5. once the rebates for all line items have been calculated, they are aggregated to provide the total APRS Rebate value to be deducted from the Contractor’s invoice on early payment of the invoice;
		6. early payment net of the APRS Rebate by BACS will take place three (3) Working Days after the Invoice Payment Date and does not include the Invoice Payment Date itself;
		7. a debit memo/note indicating the value of the APRS Rebate will be issued to the Contractor;
		8. **by way of illustration only:**
* APRS Trigger Date: Monday 3 August 2024
* Invoice Payment Date (BACS payment set up): Wednesday 19 August 2024
* APRS Rebate Period: 16 days
* Rebate applied: 0.x% of the Gross Amount for that calendar month
* Funds received by the Contractor: Monday 24 August 2024.
	1. In the event the Contractor, acting reasonably, considers that the Authority has incorrectly calculated an APRS Rebate it shall within seven (7) days of the relevant payment being received by the Contractor raise a query in respect of that APRS Rebate with the Authority’s Service Centre (whose details will be provided to the Contractor by the Authority, as updated from time to time). If the Contractor does not raise a genuine query under this paragraph 2.11 within seven (7) days of the relevant APRS Rebate being applied, the Contractor shall be deemed to have accepted such debit memo/note and adjusted payment and the Authority shall be entitled to retain that APRS Rebate. The Parties shall use reasonable endeavours to resolve any query raised in accordance with this paragraph 2.11 in a timely manner, including making relevant personnel available for the purpose.
	2. For the avoidance of doubt, nothing in this APRS process shall:
		1. change the obligation on the Authority to pay all invoices within 30 days of receipt of a valid invoice for a Gross Amount; or
		2. require the Authority to make an early payment to the Contractor in respect of any Gross Amount and the Authority is under no obligation to maximise or prioritise payments to the Contractor; or
		3. prevent the Authority from exercising its rights under this Agreement including where the Contractor is in default of its obligations under this Agreement.
	3. The Authority shall not be responsible for any loss, disruption or damage to the Contractor’s data or computer systems which may occur whilst using material derived from the ECC Payment System. The Authority recommends that users recheck all downloaded material with their own virus check software.
	4. Where the Authority uses a supplier to deliver the APRS, such supplier is not authorised to make or enter into any commitments for or on behalf of the Authority.
	5. **Where the Parties agree to opt into the APRS during the Contract Term, the Parties shall agree the applicable APRS rebate percentages using the template below and record such matters in a change control note:**

| **Rebate Period (number of days)** | **Percentage Rebate**  |
| --- | --- |
| 0 | [●]% |
| 1  | [●]% |
| 2  | [●]% |
| 3  | [●]% |
| 4  | [●]% |
| 5  | [●]% |
| 6  | [●]% |
| 7  | [●]% |
| 8  | [●]% |
| 9  | [●]% |
| 10  | [●]% |
| 11  | [●]% |
| 12  | [●]% |
| 13  | [●]% |
| 14  | [●]% |
| 15  | [●]% |
| 16  | [●]% |
| 17  | [●]% |
| 18  | [●]% |
| 19  | [●]% |
| 20  | [●]% |
| 21  | [●]% |
| 22  | [●]% |
| 23  | [●]% |
| 24  | [●]% |
| 25  | [●]% |
| 26 | [●]% |
| 27 | [●]% |
| 28 | [●]% |
| 29 | [●]% |
| 30 | [●]% |

**ANNEXURE 1: APRS CHANGE CONTROL NOTE FORM**

|  |  |  |
| --- | --- | --- |
|  | 1. **Contract Title and Reference:**
 | CO0412 IT Peripherals |
|  | 1. **Change Control Ref No:**
 | \*\*\* |
|  | 1. **Title of Change:**
 | Activation of Accelerated Payment Rebate Scheme (APRS). |
|  | 1. **Details of Change:**
 | The Parties agree that from the date of this Change Control Note being the last date of signature of this Change Control Note:1. the APRS will apply to this Agreement as set out in Special Term 1 of Appendix C; and
2. the APRS Effective Date shall be the date of this Change Control Note; and
3. the APRS Rebate Percentages shall be as set out in the Annexure to this Change Control Note; and
4. the first invoice to which the APRS shall apply will be the invoice submitted for Services provided in [month/year] [*Note: this will be the month previous to which the invoice is actually submitted on the basis that ECC standard terms are payment in arrears.]*

This Change Control note shall be deemed to be the notice to be provided by the Authority in accordance with paragraph 2.4 of Special Term 1 of Appendix C of the Agreement. |
|   | 1. **Reasons for Change:**
 | To agree the application of the APRS Clauses set out in the Agreement pursuant to paragraph 1.2 of Special Term 1. |
|   | 1. **Impact of Change:**
 | As per Special Term 1 of Appendix C of the Agreement. |
|   | 1. **Timetable:**
 | From the date of this Change Control Note, the APRS will apply to the Agreement. |
|   | 1. **Price:**
 | Not applicable – no change in price of the Agreement. |
|   | 1. **Contractor’s Authorised Signatory:**
 |  |
|   | 1. **Signed:**
 |  |
|   | 1. **Dated:**
 |  |
|   | 1. **Authority Response:**
 |  |
|   | 1. **Authority’s Authorised Signatory:**
 |  |
|   | 1. **Signed:**
 |  |
|   | 1. **Dated:**
 |  |
|  |   |

**APRS CHANGE CONTROL NOTE – ANNEXURE**

| **Rebate Period (number of days)** | **Percentage Rebate**  |
| --- | --- |
| 0 | [●]% |
| 1  | [●]% |
| 2  | [●]% |
| 3  | [●]% |
| 4  | [●]% |
| 5  | [●]% |
| 6  | [●]% |
| 7  | [●]% |
| 8  | [●]% |
| 9  | [●]% |
| 10  | [●]% |
| 11  | [●]% |
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| 25  | [●]% |
| 26 | [●]% |
| 27 | [●]% |
| 28 | [●]% |
| 29 | [●]% |
| 30 | [●]% |

**CALL-OFF SPECIAL TERMS**

**Special Term 2: ECC Payment Schedule**

**Schedule 4 - Payment Schedule**

**Appendix 1 - E-Procurement Requirements**

* 1. Marketplace is a Proactis Solution. It is a web based system used by the Authority to submit purchase orders electronically and receive and process e-invoices and e-credits.
	2. The Marketplace supplier interface is both simple and secure. The Contractor will access Marketplace using an Internet browser. Marketplace supports the latest release of web browser technologies, for example, Internet Explorer, Firefox, Safari etc.
	3. Electronic Ordering
		1. A record on Marketplace will be created for the Contractor and a user ID and password will be issued via e-mail.
		2. The user ID and password will allow the Contractor to:
1. view their purchase orders online;
2. update their status;
3. notify delivery;
4. submit and monitor the status of electronic invoices and credits, once they have been submitted.
	* 1. Purchase orders will be sent electronically to the Contractor’s central e-mail address.
	1. Emailed Purchase Orders

Orders will be sent electronically, via Marketplace, to the Contractor’s preferred central e-mail address from the contract start date. To ensure continuity of service, the Contractor will be responsible for ensuring that orders are processed quickly and efficiently. It is therefore not advisable to provide individual e-mail addresses unless appropriate access is available, to ensure that orders are still processed if the main contact is unavailable. There is no transaction charge for e-mail orders which are sent to a preferred central e-mail address, via Marketplace.

* 1. Electronic Invoicing

The Contractor will submit electronic invoices and credit notes via Marketplace by utilising the PO Flip method from the contract start date. On approval of the electronic invoice an automatic payment will be made via BACS, direct to the Contractor’s bank account, in line with the Authority’s contracted payment terms. In addition to the above, the Contractor will be able to view the status of their invoices, via the Marketplace system.

* 1. Purchase Order Flip (PO Flip)

The Contractor will be able to gain access to the Marketplace system via a web browser, to view their Purchase Orders and turn any outstanding Purchase Orders into electronic invoices, by choosing the PO Flip method. There is no charge for this method.

Further information about all of the above can be found on the Authority’s website:

<http://www.essex.gov.uk/Business-Partners/Supplying-Council/Pages/IDeA-Marketplace.aspx>.

* 1. The Contractor will be registered onto the Authority’s Finance system, Oracle. The Contractor will in turn receive a registration email to activate their iSupplier portal account. This account is used to:
		1. view the status of invoice payments
		2. amend the Contractor’s details e.g. address, contact details, bank details
		3. create additional user accounts.
	2. E-Procurement Terms of Trading
		1. The Contractor must provide a preferred central e-mail address, (where orders will be sent electronically via Marketplace) must be provided. It is the responsibility of the Contractor to ensure that they can provide a central e-mail address for orders sent electronically via Marketplace from the contract start date. The Contractor will be asked to submit this e-mail address. The Contractor must ensure that continuity of service is maintained at all times and that orders are processed promptly.
		2. All invoices and credit notes must be submitted electronically by the Contractor to the Authority and as a minimum must be raised using the PO Flip method via Marketplace from the contract start date.
		3. Services should only be provided/carried out on receipt of an Official Purchase Order which has been issued via Marketplace by the Authority.
		4. The Contractor assumes full responsibility for ensuring that programs or other data downloaded uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever. The Authority makes every effort to virus check information made available for download from Marketplace. The Authority cannot accept any responsibility for any loss, disruption or damage to the Contractor’s data or computer system which may occur whilst using material derived from Marketplace. The Authority recommends that the Contractor recheck all downloaded material with their own virus check software.

**CALL-OFF START DATE:** 01.10.2025

**CALL-OFF EXPIRY DATE:** 01.10.2027

**CALL-OFF INITIAL PERIOD:** 2 years (24 months)

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification) / Co0595 Statement of Requirement

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**Redacted Text under FOIA section 43 - Commercial Interests**

**CALL-OFF CHARGES**

See details in Call-Off Schedule 5 / Appendix Pricing Schedule

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Banker’s Automated Clearing System (BACS)

**BUYER’S INVOICE ADDRESS**

**Redacted Text under FOIA section 40 – Personal Information**

**BUYER’S AUTHORISED REPRESENTATIVE**

**Redacted Text under FOIA section 40 – Personal Information**

**BUYER’S ENVIRONMENTAL POLICY**

[Essex County Council - Net Zero: Making Essex Carbon Neutral](https://www.essex.gov.uk/sites/default/files/2023-07/Net%20Zero%20-%20Making%20Essex%20Carbon%20Neutral%20%282023%29.pdf)

**BUYER’S SECURITY POLICY**

[Essex County Council - Supplier Security Management and Assurance](https://essexcountycouncil.sharepoint.com/sites/EssexCountyCouncilIntranet/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FEssexCountyCouncilIntranet%2FShared%20Documents%2FIT%2FTS%5FSecurity%5FSupplier%5FSecurity%5FManagement%2Epdf&parent=%2Fsites%2FEssexCountyCouncilIntranet%2FShared%20Documents%2FIT)

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**Redacted Text under FOIA section 40 – Personal Information**

**SUPPLIER’S CONTRACT MANAGER**

**Redacted Text under FOIA section 40 – Personal Information**

**PROGRESS REPORT FREQUENCY**

Monthly

**PROGRESS MEETING FREQUENCY**

Quarterly

**KEY STAFF**

**Redacted Text under FOIA section 40 – Personal Information**

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
| 1 | Contract start date  | All supplier information containing commercially sensitive or confidential information. This includes all Supplier processes and Supplier pricing that would be considered exempt under Section 43 of FOIA 2000 as likely to prejudice the commercial interests of the Supplier. This also includes sensitive personnel information where the Data Subjects have not given their express or implied permission for the information provided in the tendering or award process to be shared in any other manner than for the delivery of the Goods and/or services to the Buyer. | Duration of the contract |

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

**Redacted Text under FOIA section 43 - Commercial Interests**

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the that it will comply with the social value commitments pledged against the ECC TOMs Calculator.

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **Redacted Text under FOIA section 40 – Personal Information** | Signature: | **Redacted Text under FOIA section 40 – Personal Information** |
| Name: | **Redacted Text under FOIA section 40 – Personal Information** | Name: | **Redacted Text under FOIA section 40 – Personal Information** |
| Role: | **Redacted Text under FOIA section 40 – Personal Information** | Role: | **Redacted Text under FOIA section 40 – Personal Information** |
| Date: |  | Date: |  |

1. Delete if the APRS applies from contract commencement, retain if not. [↑](#footnote-ref-1)