



Crown
Commercial
Service

CENTRE FOR APPLIED SCIENCE AND TECHNOLOGY

- and -

TRESCAL LTD

**ANNEXES
RELATING TO
PROVISION OF CALIBRATION SERVICES
SO18178**

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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 Services 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 named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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“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 Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out 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 requested by the Customer, 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;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“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 Services 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.

3 SUPPLY OF SERVICES

- 3.1 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.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 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;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 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.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services 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 Services. 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 performance of the Services.
- 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 Services.
- 5.3 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 Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services 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. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 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 5.4 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 Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 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 5.3 to 5.7 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 effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "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 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 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

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- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 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:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 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.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 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
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 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.
- 8.2 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 soon as is reasonably practicable.
- 8.3 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.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest,

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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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 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

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 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 Services 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.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 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

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

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

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

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 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;

11.2.5 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 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 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 12.

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 11.

- 11.3 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 this 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.
- 11.4 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.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 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
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 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 Services (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.

- 12.3 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 Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 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.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

- 13.3 When handling Customer data (whether or not Personal 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.

14 LIABILITY

- 14.1 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.

- 14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 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 Services, 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

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (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.

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

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

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

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

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 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 two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 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;
- 16.2.3 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;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 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

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- 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 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 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.
- 16.5 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 this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

- 17.1 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.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 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.
- 17.3 The Supplier shall:
- 17.3.1 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; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

- 18.1 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.
- 18.2 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.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 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 Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 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.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, 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.
- 19.3 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.

20 GENERAL

- 20.1 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.
- 20.2 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.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 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.

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Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.

21 NOTICES

- 21.1 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 21.3, 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:
- 21.2 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.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (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 21.1.

22 GOVERNING LAW AND JURISDICTION

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

REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENT

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1. PURPOSE

- 1.1 The purpose of this procurement is to award a two (2) year fixed term contract to a sole Supplier for the provision of a calibration service to the Home Office Centre for Applied Science and Technology (CAST)

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 CAST (the “Customer”) is a unique team of scientists and engineers at the heart of the Home Office providing expert advice, innovation and frontline support. The Customer 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 Customer to operate where others cannot for reasons of impartiality, national security or market failure.
- 2.2 The Customer’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 The Customer has a requirement for an equipment calibration service. The service shall include the calibration, maintenance and repair of: inspection, testing and measuring equipment as well as the management of equipment records via an online software solution.
- 3.2 The Customer has an internal process for the calibration and equipment management of all inspection, testing and measuring equipment. The Customer manages parts of this calibration process in-house but does not have the in-house capabilities to carry out the physical calibration and certification of the equipment.
- 3.3 The wide range of equipment means it is unlikely a sole Supplier will to be able to calibrate everything. It is therefore acceptable for the Supplier to sub-contract to third parties. However the Supplier shall be responsible for the supply chain management. For the avoidance of doubt, the Customer shall only liaise with the Supplier.
- 3.4 The type of calibration required (to traceable standards, ISO/IEC standards, UKAS standard or specific standard set by the Customer) will depend on both the equipment type and the area of the Customer’s operation the item of equipment comes from.
- 3.5 The Customer operates out of two main sites, Sandridge near St Albans and Langhurst near Horsham. The Customer requires the Supplier to visit the Sandridge site on a weekly basis to collect items that are due for calibration and to return items that have been calibrated. Occasional visits to the Langhurst site will be required on an ad-hoc basis and provision for this shall be made by the Supplier.

4. DEFINITIONS

Expression or Acronym	Definition
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ISO	International Organization for Standardization; the body that develop and publish International Standards.
Standard	A document that provides requirements, specifications, guidelines or characteristics that can be used consistently to ensure that materials, products, processes and services are fit for their purpose.
IEC	International Electrotechnical Commission; the world's leading organization for the preparation and publication of International Standards for all electrical, electronic and related technologies.
UKAS	United Kingdom Accreditation Service is the sole national accreditation body for the United Kingdom. UKAS is recognised by government, to assess against internationally agreed standards, organisations that provide: certification, testing, inspection and calibration services.

5. SCOPE OF REQUIREMENT

5.1 The Calibration Service shall include:

- 5.1.1 In-situ calibration services
- 5.1.2 Off-site calibration services
- 5.1.3 Equipment collection and return delivery service
- 5.1.4 Equipment adjustment and resetting services
- 5.1.5 Equipment maintenance repair and adjustment services (associated with calibrations only)
- 5.1.6 Sourcing & supply of parts required for repairs and adjustments.
- 5.1.7 Electrical safety testing of measuring and testing equipment
- 5.1.8 Equipment certification
- 5.1.9 Calibration records and reporting (hard copy and electronic on-line)

5.2 Services outside the scope of this procurement are:

- 5.2.1 General repairs to measuring and testing equipment required due to damage or misuse.
- 5.2.2 Supply of replacement calibration and measuring equipment
- 5.2.3 Electrical safety testing of general electrical appliances
- 5.2.4 Supply of consumables used in connection with measuring and testing.
- 5.2.5 General laboratory equipment repair and maintenance.

6. THE REQUIREMENT

- 6.1 The Customer requires 'standard' calibration to be defined as Traceable Calibration according to the requirements of ISO9001 (2008) / ISO10012 (2003).

-
- 6.2 In addition, the Customer requires certain equipment to be calibrated to more stringent regulatory requirements as defined by ISO/IEC 17025:2005, referred to as UKAS Calibration.
- 6.3 The Customer's calibration requirement is fluid in that there are some items that need to be calibrated on a regular basis; others that are used infrequently and are therefore only calibrated when required and others that need to be calibrated in-situ. Additionally, the nature of the Customer's work means that new test and measurement equipment is purchased through the year. The Customer cannot therefore provide a fixed list of equipment requiring calibration.
- 6.4 The Customer shall identify equipment requiring calibration and prepare this for collection by the Supplier on a weekly basis. The supplier shall collect the items and take responsibility for each item until the items are delivered back to the Customer.
- 6.5 Where the Supplier identifies equipment requiring adjustment and/or repair, the supplier shall notify the Customer and provide a quotation for the adjustment and/or repair. The Customer shall either approve the work or request the item of equipment be returned.
- 6.6 Specific Calibration Requirements
- 6.6.1 In-situ Calibration
- 6.6.1.1 The majority of the Customer's equipment shall be calibrated off-site however there are several pieces of equipment which are either too bulky or too sensitive to be transported. The Supplier shall therefore be capable of conducting on-site calibration activities.
- 6.6.2 Pre and Post Adjustment Calibration
- 6.6.2.1 The Supplier shall be capable of providing 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 all laboratory pipettes and laboratory balances and these shall be UKAS calibrated as standard.
- 6.6.3 Type and Scope of Calibration
- 6.6.3.1 The Customer does not always use equipment across the full range of the equipment test and/or measurement capabilities. In such cases, calibration may only be required across a specific range and interval. The calibration range and interval may also vary between specific items of the same equipment type. The Customer shall supply a hard copy of a form (see Annex 1) with each piece of equipment sent for calibration. The form shall detail the specific parameters, range and sensitivity which apply.
-

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The Supplier shall record the scope of calibration on the certificate. The calibration interval shall be defined by the Customer.

6.6.4 Items with Multiple Parts

6.6.4.1 Some items have multiple, detachable parts (thermocouples are one such example) where the handheld unit and the detachable parts are used together to take a reading. However, if the handheld unit is provided with multiple detachable parts that can be swapped, the Customer still considers this to be one single device with the Customer plant label featuring on the base unit. The Customer requires each detachable part to be labelled with the same details as the base unit AND a label stating "Only calibrated when used with (insert part number of base unit)".

6.6.5 Electrical Safety Testing

6.6.5.1 Where applicable, The Customer requires electrical safety testing to be undertaken as part of the calibration service. An additional label on the item should be used to indicate this has taken place.

6.6.6 Specific Calibration Providers

6.6.6.1 The Supplier shall be permitted to sub-contract where necessary however the Customer shall liaise directly with the Supplier only.

6.6.6.2 The Customer reserves the right to request that certain calibrations are conducted by a specific sub-contractor. This usually applies to situations where original manufacturer of the equipment is best placed to calibrate the equipment. The Supplier shall be expected to manage any such requirements and sub-contract accordingly.

6.7 Logistical Requirements:

6.7.1 Packaging of Items

6.7.1.1 Items for collection shall be packed and prepared by the Customer. The Supplier may inspect packaged items prior to accepting responsibility for them. The Supplier will be expected to confirm their acceptance by providing a signature upon collection.

6.7.1.2 Items shall be returned to The Customer appropriately packaged to avoid damage. Items with openings shall be blanked off to prevent dirt and debris getting into the equipment.

6.8 Labelling of Items and Certificates:

6.8.1 Every item collected from The Customer shall have a unique identifier (plant number) either stuck on it or written on it. The Supplier shall fix a calibration sticker to all items returned to the Customer. This sticker shall contain as a minimum the following:

6.8.1.1 Plant Number,

6.8.1.2 Serial Number (if available),

6.8.1.3 Date of Calibration, and

6.8.1.4 Date of Next Calibration Due.

6.8.2 The supplier shall be able to offer a range of sticker sizes and types to best fit a particular piece of equipment. The stickers shall be laminated or have a suitable cover to ensure the print cannot be rubbed off and the sticker shall adhere to the surface of the equipment well.

6.8.3 Any out of date stickers or labels which refer to the previous calibration status shall be removed before items of equipment are returned.

6.8.4 If tamper seals are applied to equipment they shall be of an appropriate design and shall not easily break as a result of general handling or movement.

6.8.5 It shall be the responsibility of the Supplier to ensure the labels are correct and complete, this includes items that are sent out to a third party supplier for calibration. If third-party calibrated items are returned to the Supplier without a sticker, the Supplier shall ensure stickers are in place before returning the items to Customer.

6.8.6 Certificates shall include the plant number and serial number (if available) as well as all other information required by the appropriate calibration standard.

6.8.7 Hard copies of certificates shall be provided with items when they are returned to the Customer. For items that are calibrated in-situ certificates shall be provided within 10 working days.

6.9 Delivery and Collection of Items

6.9.1 The Customer requires a delivery/collection service from the Sandridge site on a Friday of each week throughout the year. Where Friday falls on a public holiday a collection should be arranged for the nearest convenient day.

6.10 Online Records

-
- 6.10.1 The Customer requires an online repository for all services undertaken as part of this contract. The repository should capture for each item:
- 6.10.1.1 Plant number
 - 6.10.1.2 Description (type, make, model, serial number)
 - 6.10.1.3 Calibration date
 - 6.10.1.4 Calibration standard
 - 6.10.1.5 Calibration interval
 - 6.10.1.6 Calibration history including previous certificates
 - 6.10.1.7 Calibration due date
- 6.10.2 The system shall have the facility to search for items by their Customer plant number and allow downloads of certificates.
- 6.10.3 The online system shall allow the calibration status, location, outsourced status etc to be looked up.
- 6.10.4 The facility to either; directly (the Customer) or indirectly (Supplier) upload electronic documents is also required. This is so that equipment manuals, internal notes, service records etc can be attached to the equipment record.
- 6.10.5 It would be advantageous for the online system to also allow records to be created for equipment that is not formally calibrated by the supplier (or subcontractor). For example items exist that are used for 'indication purposes only' or that are calibrated in house by the Customer.
- 6.10.6 The online system shall indicate which items are due for return to the Customer in any given period. The information provided shall be accurate to allow the Customer to plan work and provide accurate information to equipment users.
- 6.10.7 Any and all data held on the online system shall be provided to the Customer in digital electronic format at the end of the contract. The format shall be readily accessible and editable such as Microsoft Excel or similar.

6.11 Repairs and Adjustments

If a piece of equipment requires any adjustments or repairs the Customer shall be informed (preferably via email) for approval prior to any works taking place. A quotation which details a breakdown of all costs must be provided. An email confirmation from the Customer budget holder is sufficient authorisation to proceed. A list of authorised individuals will be provided upon award.

6.11.1 Items that are adjusted or repaired as part of the calibration service must be returned with a report detailing the adjustments and/or repairs (history) attached to the certificate.

6.11.2 Items that are returned not calibrated; damaged or as limited calibration shall be clearly labelled as such both on the item as well as on the certificate.

7. KEY MILESTONES

7.1 Not Applicable

8. CUSTOMER'S RESPONSIBILITIES

8.1 [Please insert details of any specific responsibilities owned by the Customer which may either affect the Potential Provider's ability to deliver the requirement or their costs].

8.2 The Customer shall:

8.2.1 Ensure items are appropriately packaged prior to collection.

8.2.2 Ensure site access for the purposes of the weekly collection and provide a dedicated point of contact.

8.2.3 Ensure each item for calibration has a correctly completed accompanying calibration request form.

8.2.4 Ensure each and every item has a plant label and number.

8.2.5 Ensure items sent for calibration are accompanied with any accessories which are required to complete the calibration.

8.2.6 Identify, where possible, which items require in-situ calibration at the start of the contract.

9. REPORTING

9.1 The supplier shall provide a monthly statement of account which details the items calibrated and/or repaired with itemised costs

10. VOLUMES

10.1 The Customer expects to require the calibration of approximately 350 items annually. Please refer to Appendix G – Equipment List for an indicative list based on the items calibrated during financial year 2015/16. Please note calibration requirements change so a definitive list cannot be provided.

11. CONTINUOUS IMPROVEMENT

11.1 The Supplier will be expected to continually review its supply chain and seek to improve the way in which the required Services are to be delivered throughout the Contract duration.

11.2 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

12.1 Not Applicable

13. QUALITY

13.1 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.

13.2 The supplier, and/or their sub-contractors shall present a UKAS Schedule of Accreditation. The equipment listed under the 'Measured Quantity, Instrument or Gauge' heading shall include as a minimum all of the equipment the Customer requires to be UKAS calibrated and the 'Range' and 'Calibration and Measurement Capability (CMC)' shall be appropriate for each equipment type.

14. PRICE

14.1 For evaluation purposes, prices are required against a 'Shopping Basket' of regularly required calibration services. Fixed costs for collection/delivery and other contract management activities shall also be included. Such prices shall remain firm for the duration of the contract.

14.2 The Supplier shall price list for standard and UKAS calibration for the full range of items and the cost of the calibration element shall be firm for the duration of the contract. This firm price list shall take into account the calibration of in-situ items and items requiring pre and post adjustment calibration.

14.3 Where specialist calibration services are required or where equipment requires repair and adjustment, the Supplier shall quote on a case by case basis. Such quotations shall be provided on an 'Open book' basis and subject to free market testing. Where value for money cannot be evidenced, the Customer reserves the right to seek alternative service provision.

14.4 Prices are to be submitted via the Appendix E excluding VAT.

15. STAFF AND CUSTOMER SERVICE

15.1 The Customer requires the Potential Provider to provide a sufficient level of resource throughout the duration of the calibration services Contract in order to consistently deliver a quality service to all Parties.

15.2 Potential Provider's and their sub-contractors' staff assigned to the calibration services Contract shall have the relevant qualifications and experience to deliver the Contract.

15.3 The Potential Provider shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

16. SERVICE LEVELS AND PERFORMANCE

16.1 The Customer will measure the quality of the Supplier's delivery by:

16.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
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#1	Collection and deliveries	Collections and deliveries to be made by the pre-arranged times	98%
#2	Collection and deliveries	Equipment suitably packaged and returned undamaged	100%
#3	Labelling and certification	Equipment correctly labelled and certificates provided in accordance with 6.9 above	100%
#4	Sub-contractor management	Sub-contractors complying with the requirements of this contract, specifically accreditations, technical competence and professional conduct	99%
#5	Records Management	Calibration, service and repair records accurate and accessible on-line within 48 working hours	99%

- 16.2 Where the Customer 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 from the date of notification at the Customer's premises.
- 16.3 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 its 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.
- 16.4 The Customer agrees to work with the Supplier to resolve service failure issues. However, it will remain the Suppliers sole responsibility to resolve any service failure issues.
- 16.5 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C - Terms and Conditions

17. SECURITY REQUIREMENTS

- 17.1 The supplier shall not disclose any details with regard to Customer's equipment and calibration requirements to a third party without written consent.
- 17.2 The Customer sites are secure but for the purposes of the weekly site visit the supplier will be escorted at all times so no specific security clearances are required.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 18.1 The Customer shall own all rights and permissions to any data collected, stored or transferred to the on-line repository. The Supplier shall not withhold or restrict access to the data in any way throughout the life of the contract and agrees to supply all such data electronically to the Customer on either expiry or termination of the contract.

19. PAYMENT

- 19.1 The supplier shall invoice monthly and a single weekly visit to the Sandridge site shall be included. Additional collections or deliveries, if requested by the Customer shall be chargeable.
- 19.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

20. ADDITIONAL INFORMATION

- 20.1 The Customer has over 300 individual items of equipment which are included within the calibration process and this represents over 50 different types of equipment. A redacted list can be viewed at Appendix G – Equipment List.

21. LOCATION

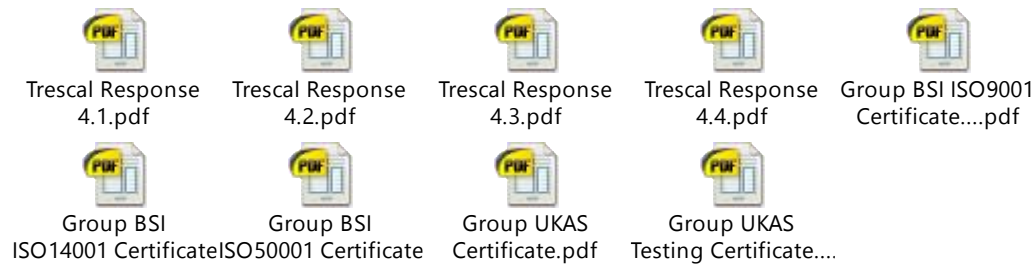
- 21.1 The location of the Services will be carried out at:
- 21.1.1 CAST Sandridge, Woodcock Hill, St Albans, AL4 9HQ
- 21.1.2 CAST Langhurst, Langhurstwood Road, Horsham, RH12 4WX

The Customer's Sandridge site is the main calibration hub and this is the location for the weekly collection/delivery of items. It is also where the majority of in-situ calibration will take place. The supplier shall be capable of attending the Langhurst site if required, although this is not expected to be a

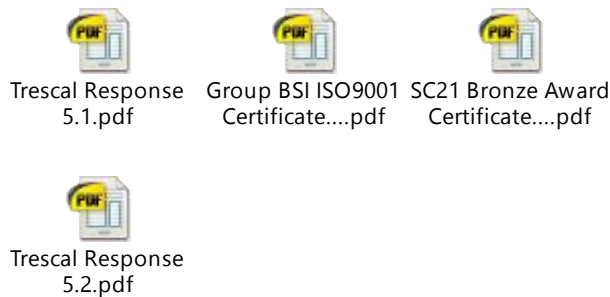
ANNEX 4 – SUPPLIERS RESPONSE

(As provided within the e-Sourcing event)

Service Delivery



Contract Management



Record Management



[ANNEX 5 – CLARIFICATIONS]

Ref	Appendix D Question Number	Bid Clarification Question	Response	Date Issued
1	Not Applicable	<p>Within your price submission you have offered a zero cost for item 11 - NBM 550 Broadband field meter. Can you please explain why?</p> <p>Also, there seems to have been a formatting error within your submitted Appendix E - Pricing Matrix. I have corrected it, but require you to confirm the prices are correct. Please review the attached Appendix E - Pricing Matrix and confirm by return message that they are correct and can be used for evaluation</p>	<p>Thank you for correcting the formatting error on Appendix E, it seemed okay when I uploaded it. I can confirm that the pricing is correct.</p> <p>Re the NBM 550 Broadband field meter, this can have an individual calibration by the manufacturer in Germany but our UK supplier, Celtek, calibrate this item and your EF1891 E Field Probe (item 10) as a system so the cost is included in that line. This is how you have had the equipment calibrated previously.</p> <p>One other thing I'd like to confirm is that, although you have asked for remote calibration, the price for your Hamilton ML600 Dual Syringe Pump Assembly (item 37) includes an on-site visit by our supplier (VWR) to service and calibrate it, which is the most appropriate solution for the equipment.</p>	16/05/2016

[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:	<i>[lump sum/ ongoing payments]</i>	
Required delivery date, with rationale:	<i>[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)]</i>	
Change authorised to proceed to Stage 2 (Customer organisation representative)		
	Signature	Print Name & Position
Change authorised to proceed to Stage 2 (CCS representative):		
	Signature	Print Name & Position
STAGE 2 – SUPPLIER		
Comments/ Caveats on requested change	<i>[e.g. proposed implementation route; conditions of delivery]</i>	
CAPITAL / IMPLEMENTATION COST		
Labour		
Materials		
Other Costs		
TOTAL:		
REVENUE COSTS (per annum)		
	Contract Base Rate	Current Contract Rate
Breakdown		
Breakdown		
Breakdown		
Breakdown		
TOTAL		

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:

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

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:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative):	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
Change authorised to proceed to Stage 2 (CCS representative)	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<i>[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)]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision	<div></div>		
[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**):

OFFICIAL

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