



Crown
Commercial
Service

HOME OFFICE IMMIGRATION ENFORCEMENT

- and -

3G FORENSICS LTD

ANNEXES

Relating to

PROVISION OF MACGRABBER

CCSO17B06

CONTENTS

ANNEX 1 – TERMS AND CONDITIONS – NOT APPLICABLE	3
ANNEX 2 – PRICE SCHEDULE	4
ANNEX 3 – STATEMENT OF REQUIREMENT	5
ANNEX 4 – SUPPLIERS RESPONSE – NOT APPLICABLE	9
ANNEX 5 – CLARIFICATIONS – NOT APPLICABLE.....	10
ANNEX 6 – ADDITIONAL TERMS & CONDITIONS.....	10
ANNEX 7 – CHANGE CONTROL FORMS	19



ANNEX 1 – TERMS AND CONDITIONS – NOT APPLICABLE

(See Annex 6 - Additional Terms and Conditions)



ANNEX 2 – PRICE SCHEDULE

REDACT

ANNEX 3 – STATEMENT OF REQUIREMENT

CONTENTS

1.	PURPOSE.....	6
2.	BACKGROUND TO THE CONTRACTING AUTHORITY.....	6
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	6
4.	DEFINITIONS.....	6
5.	THE REQUIREMENT.....	6
6.	CONTINUOUS IMPROVEMENT	7
7.	PRICE	7
8.	STAFF AND CUSTOMER SERVICE.....	7
9.	SERVICE LEVELS AND PERFORMANCE	7
10.	PAYMENT	8
11.	LOCATION.....	8

1. PURPOSE

- 1.1 The Covert Online Investigation Team based within Home Office Immigration Enforcement (HOIE) require Wi-Fi coverage mapping and data collection and analysis.
- 1.2 HOIE will be referred to as 'The Authority' hereafter.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Covert Online Investigation Team, based within Home Office Immigration Enforcement was set up in 2016. The purpose of this unit is to provide technical support to investigations.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Covert Investigation Team require the MacGrabber Technology to support investigations where there is a cyber enabled link. Part of the business case for the inception of the unit includes the capture and analysis of Wi-Fi traffic data, which this equipment provides.
- 3.2 Should HOIE not be in a position to purchase this equipment, this would severely restrict the intelligence and evidence gathering capability against organised crime groups whom are routinely using Wi-Fi enable digital media as a form of communication.
- 3.3 HOIE has previously utilised a manual collection tool for the collection and analysis of Wi-Fi traffic data. However this is extremely time consuming and does not have the capability to assess the information across multiple operations or across other law enforcement agencies.

4. DEFINITIONS

Expression or Acronym	Definition
HOIE	Means; Home Office Immigration Enforcement

5. THE REQUIREMENT

- 5.1 The Authority require the following:
- 5.1.1 Laptop MacGrabber system complete with MacGrabber Head comprising:
- CSurv AP, Chanalyzer, MacGrabber and MacQuery V2 software installed.
 - 2 x MacGrabber Portable (2.4GHz)
 - 1 x MacGrabber Remote Exploit Platform (2.4/5GHz)
 - 5 x MacGrabber Remote Plugs or Bareboards (2.4/5GHz)
 - 5 x Mobile Network Modems
 - 1 Yr Central Server support with backup.
 - 1 Year warranty on hardware (Return to Base)
- 5.1.2 Manufacturers Introduction to MacGrabber for up to 3 persons per unit purchased to include:
- Instruction on Installation
 - Commissioning and data collection using MacGrabber detect and report remote units.
 - MacGrabber Portable.

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- MacGrabber laptop, software and reporting tools.
 - MacQuery V2 analytical Software.

- 5.1.3 MacGrabber Portable (Hand Held Unit)
- 5.1.4 MacGrabber Remote Plug with USB Memory (Manual recovery of data)
- 5.1.5 MacGrabber Remote Plug with Email/SMS reporting. Incl Mobile Network Modem and memory card. Excl Mobile Network SIM Card and Mobile Data account.
- 5.1.6 MacGrabber Remote Plug Central Server reporting. Incl Mobile Network Modem and memory card Excl Mobile Network SIM card and Mobile Data Account. Configured for use with Server
- 5.1.7 MacGrabber 2.4/5GHz Remote Export Platform Incl Mobile Network Modem and memory card Excl Mobile Network SIM card and Mobile Data Account. Configured for use with Server.
- 5.1.8 MacGrabber Bareboard 2.4/5GHz. Central Server reporting. Incl Mobile Network Modem and memory card and 12v to 5v converter. Excludes Mobile Network SIM card and Mobile Data Account. Configured for use with Server
- 5.1.9 MacGrabber MacGap 2.4GHz Fake AP and Remote Unit. Central Server reporting. Incl Mobile Network Modem and memory card. Excludes Mobile Network SIM card and Mobile Data Account. Configured for use with Server
- 5.1.10 1 Year Server Rental for 2 servers (Database and Unit Controller). Can either be paid yearly in advance, or monthly on a pro rata basis

6. CONTINUOUS IMPROVEMENT

- 6.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 6.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

7. PRICE

- 7.1 Prices are to be submitted via the Salesforce systems. The quote was received on the 24th March 2017 and is valid for 30 days from the 23rd March 2017.

8. STAFF AND CUSTOMER SERVICE

- 8.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the MacGrabber system Contract in order to consistently deliver a quality service to all Parties.
- 8.2 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

9. SERVICE LEVELS AND PERFORMANCE

- 9.1 The Service Levels and Performance are depicted within the Terms and Conditions set out by 3G Forensics Ltd. The Authority (Jamie Freeman) agreed to Suppliers T&C's on the 24th March 2017.

10. PAYMENT

- 10.1 In order to achieve complete automation of the Procure to Pay process, payment can only be made for services rendered. Interim payments will not be considered. Suppliers should take this into consideration when outlining their costs and payment terms.
- 10.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 10.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 10.4 Each invoice MUST state a valid Purchase Order number as issued by the Contracting Authority.
- 10.5 Payment will be made 30 days following receipt of a correctly submitted invoice.
- 10.6 It is expected that the winning bidder will provide e-invoicing, where invoices Anticipated per month are greater than 10. The winning bidder will also be required to provide an electronic catalogue to support e-invoicing/regular requirements where applicable.
- 10.7 Invoices clearly marked for with order number.
- 10.7.1 To: post-room- rescan@homeoffice.gsi.gov.uk
- 10.7.2 VAT Number GB: 8888180 55.
- 10.8 All paper invoices should be submitted for the attention of Accounts Payable at the following address:
- 10.8.1 Home Office Shared Service Centre (Shared Services Connected Ltd / SSCL), PO Box 5015, Newport, Gwent, NP20 9BB.
- 10.8.2 Tel: 01633 581644
- 10.8.3 Email: ap-hold-resolution@homeoffice.gsi.gov.uk

11. LOCATION

- 11.1 The location of the Services will be carried out at:
- 11.1.1 Home Office Immigration Enforcement
Customer House
The Terrace
Gravesend
Kent



ANNEX 4 – SUPPLIERS RESPONSE – NOT APPLICABLE



ANNEX 5 – CLARIFICATIONS – NOT APPLICABLE

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

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1. Interpretation

1.1 In these Conditions:

"BUYER" means the person, firm or company who purchases the Goods and/or Services from 3gforensics.

"GOODS" means the goods (including any instalment of the goods or any parts for them) which 3gforensics is to supply to the Buyer under the Contract and in accordance with these Conditions.

"3gforensics" means 3gforensics Limited who normal place of business is The Old Station Yard Station Road Wilburton CB6 3PZ

"CONDITIONS" means the standard terms and conditions of supply set out in this document and any special terms and conditions expressly agreed in writing between the Buyer and 3gforensics to be an addition to these standard terms and conditions.

"CONTRACT" is defined in Clause 2.1.

"INCOTERMS" means the International Chamber of Commerce's official rules for the interpretation of trade terms

"SERVICES" means the services which 3gforensics is to supply to the Buyer under the Contract and in accordance with these Conditions.

"WRITING" includes telex, cable, facsimile transmissions, electronic mail and comparable means of communication, and "Written" shall be construed accordingly.

"3gfADDRESS" means The Old Station Yard, Station Road, Wilburton, Cambs, CB6 3PZ, UK

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 Any quotation issued by 3gforensics shall not be deemed to be an offer to supply the Goods and/or Services described in such quotation. An order issued by the Buyer for Goods and/or Services shall be deemed to be an offer to purchase the Goods and/or Services described in the Buyer's order. No order placed by the Buyer shall be deemed to be accepted by 3gforensics unless and until 3gforensics issues a written acknowledgement of order, in which case a contract shall be formed between the Buyer and 3gforensics, consisting of the Buyer's order, 3gforensics's written acknowledgement, and these Conditions ("Contract").

2.2 These Conditions apply to all supplies of Goods and/or Services by 3gforensics, to the exclusion of all other terms and conditions (including any terms or conditions









.2 the price of all other goods agreed to be sold by 3gforensics to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as 3gforensics's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as 3gforensics's property. The Buyer may not, without the prior Written consent of 3gforensics, resell Goods in which ownership has not passed to it.3gforensics

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), 3gforensics shall be entitled at any time to require the Buyer to deliver up the Goods to 3gforensics and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of 3gforensics, but if the Buyer does so all moneys owing by the Buyer to 3gforensics shall (without prejudice to any other right or remedy of 3gforensics) forthwith become due and payable.

7.6 The Buyer's right to possession of the Goods in which ownership has not passed to the Buyer shall terminate immediately if the Contract is terminated under Clause 9 below.

8. **Warranties and Liability**

8.1 Subject to the conditions set out below 3gforensics warrants that:

.1 the hardware in the Goods will correspond in all material respects with the relevant specification and will be free from defects in material and workmanship for a period of twelve months from the date of delivery ("Warranty Period"); and

.2 the Services shall be performed with reasonable care and skill.

Warranties as to software provided as part of the Goods and/or Services shall be set out in a separate agreement between 3gforensics and the Buyer and accordingly no warranty is given in these Conditions as to any aspect of such software.

8.2 The above warranties are given by 3gforensics subject to the following conditions:

8.2.1 3gforensics shall be under no liability in respect of any defect in the Goods or in the performance of the Services arising from any drawing, design or specification supplied by the Buyer, or from any failure by the Buyer to provide to 3gforensics any and all necessary information under Clause 3.1.

8.2.2 3gforensics shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow 3gforensics's instructions (whether oral or in writing), misuse, or alteration or repair of the Goods by any person other than a person authorised by 3gforensics;

6

- 8.2.3 3gforensics shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.2.4 Where the Goods or any part of them are not produced by 3gforensics, 3gforensics shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee as is given by the supplier or producer to 3gforensics. Where 3gforensics is able to transfer the benefit of such warranty or guarantee, this shall be in substitution for the warranties set out in Clause 8.1 above.
- 8.3 Any claim by the Buyer under the warranties set out in Clause 8.1 shall be notified to 3gforensics within seven days from the date of delivery or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, but in any event within the Warranty Period. 3gforensics shall have a reasonable opportunity, after receiving such notice, to examine the Goods and the results of the Services which the Buyer alleges to be in breach of the warranty set out in Clause 8.1. The Buyer shall, if requested by 3gforensics and at its own cost, return the allegedly defective Goods or results of Services to the original point of delivery so as to enable such examination to take place.
- 8.4 Subject to Clauses 8.2, 8.3 and 8.6, 3gforensics's liability under the warranties set out in Clause 8.1 above shall be limited to, at its discretion:
- 8.4.1 repairing or replacing of the Goods (or the part in question); or
- 8.4.2 refunding to the Buyer the price of the defective Goods or Services.
- 8.5 ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (SAVE FOR THE CONDITION IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.
- 8.6 3gforensics DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR FOR FRAUDULENT MISREPRESENTATION, OR OTHERWISE IF ANY SUCH EXCLUSION OR LIMITATION IS VOID, PROHIBITED OR UNENFORCEABLE IN LAW.
- 8.7 SUBJECT TO CLAUSE 8.6, 3gforensics SHALL NOT BE LIABLE TO THE BUYER FOR ANY LOSS OF PROFIT OR BUSINESS OPPORTUNITY, OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, WHICH ARISE OUT OF OR ARE CONNECTED IN ANY WAY WITH THE CONTRACT.
- 8.8 SUBJECT TO CLAUSE 8.6, 3gforensics'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, AND MISREPRESENTATION), OR OTHERWISE) UNDER THE CONTRACT SHALL BE LIMITED TO THE PRICE OF THE GOODS AND/OR SERVICES..
- 8.9 Neither party shall be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of that party's obligations under the Contract, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be

regarded as causes beyond reasonable control: act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the party or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery. If the cause in question continues for a continuous period in excess of thirty days, the non-defaulting party shall be entitled to give notice in writing to the defaulting party to terminate the Contract. However, nothing in this Clause 8.6 shall affect the Buyer's obligation to make payment in accordance with Clause 5.

9. Termination of Contract

9.1 3gforensics shall be entitled to terminate the Contract by written notice to the Buyer if the Buyer commits any breach of any of the provisions of the Contract and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

.2 The Contract shall automatically terminate if:

.2.1an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Buyer; or

.2.2the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order; or

.2.3the Buyer goes into liquidation (except for the purposes of a bona fide solvent amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by and assume the obligations imposed on the Buyer under the Contract); or

.2.4anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Buyer; or

.2.5the Buyer ceases or threatens to cease to carry on business.

10. Export Terms

10.1 Where the Goods are supplied for export from the United Kingdom, the Buyer shall be responsible for complying with any legislation or regulations governing the importation and use of the Goods into the country of destination and for the payment of any duties on the Goods. The duties of 3gforensics and the Buyer regarding the export of the Goods from the United Kingdom shall be in accordance with the relevant Incoterm chosen by the parties under Clause 6.1.

10.2 Where required by the Buyer, the Buyer shall be responsible for arranging for testing and inspection of the Goods before delivery. 3gforensics shall, at the Buyer's cost, provide all reasonably necessary assistance to enable the Buyer to carry out such testing and inspection. Where such inspection and testing is carried out, then (subject



ANNEX 7 – CHANGE CONTROL FORMS

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- General – v. 4**

Contract Name:		Contract Ref. No.	
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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

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]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

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

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

--

Signature

--

Print Name & Position

--

Date

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

--

Signature

--

Print Name & Position

--

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

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

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
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:

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):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<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			
[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:			

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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

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):

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