

FURN-13005-2021

Department for Education

**Contract for the provision of furniture under the
Government Hub Future Ways of Working Policy**

01/07/2022



**Department
for Education**

Order Form

CALL-OFF REFERENCE: **FURN-13005-2021**

THE BUYER: 

BUYER ADDRESS **Ground floor, Newcastle Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8QH**

THE SUPPLIER: **Wagstaff Bros. Ltd**

SUPPLIER ADDRESS: **9 Brewhouse Yard, Clerkenwell, London, EC1V 4JR**

REGISTRATION NUMBER: 295393

DUNS NUMBER: 2103 07773

SID4GOV ID: **245725**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st July 2022.

It's issued under the Framework Contract with the reference number **FURN-13005-2021** for the provision of Government Hub Programme Furniture requirements, with an maximum contract value of **£7,200,000**.

CALL-OFF LOT(S):
RM6119 Lot 8 – Government Hub Furniture
CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6119**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6119
 - Joint Schedule 2 (Variation Form)

- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties) No
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for FURN-13005-2021
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 NOT USED
 - Call-Off Schedule 3 (Continuous Improvement)
 - [Call-Off Schedule 5 (Pricing Details)]
 - [Call-Off Schedule 7 (Key Supplier Staff)]
 - [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
 - [Call-Off Schedule 9 (Security)]
 - [Call-Off Schedule 11 (Installation Works)]
 - [Call-Off Schedule 12 (Clustering)]
 - [Call-Off Schedule 13 (Implementation Plan and Testing)]
 - [Call-Off Schedule 14 (Service Levels)]
 - [Call-Off Schedule 15 (Call-Off Contract Management)]
 - [Call-Off Schedule 16 (Benchmarking)]
 - [Call-Off Schedule 17 NOT USED]
 - [Call-Off Schedule 18 (Background Checks)]
 - [Call-Off Schedule 19 NOT USED]
 - [Call-Off Schedule 20 (Call-Off Specification)]
 - [Call-off Schedule 21 NOT USED]
- 4. CCS Core Terms (version 3.0.7)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6119
- 6. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

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

CALL-OFF SPECIAL TERMS

[None]

CALL-OFF START DATE: **1st July 2022**

CALL-OFF EXPIRY DATE: **1st July 2026**

CALL-OFF INITIAL PERIOD: **4 years / 48 months**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is One Million Five Hundred Thousand Pounds (£1,500,000)

CALL-OFF CHARGES

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Finance Manager

[REDACTED]

DfE Operational Finance

Secure Room, 2nd Floor

Cheylesmore House

Quinton Road

Coventry

CV1 2WT

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S SECURITY POLICY

[Appended at Call-Off Schedule 9]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]



PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Minimum of Quarterly on the first Working Day of each quarter.

KEY STAFF



Area Sales Manager



9 Brewhouse Yard, Clerkenwell, London, EC1V 4JR

KEY SUBCONTRACTOR(S)

TBC

COMMERCIALLY SENSITIVE INFORMATION

Pricing Schedule

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in **Annex A – Social Value Measures**

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	<div></div>	Name:	<div></div>
Role:	Bid Director	Role:	Deputy Director
Date:	29 June 2022	Date:	29 June 2022

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I. Core Terms

II. Definitions used in the contract

- a. Interpret this Contract using Joint Schedule 1 (Definitions).

III. How the contract works

- IV. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- V. CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- VI. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- VII. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - VIII. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - IX. create new Call-Off Schedules
 - X. exclude optional template Call-Off Schedules
 - XI. use Special Terms in the Order Form to add or change terms
- XII. Each Call-Off Contract:
 - XIII. is a separate Contract from the Framework Contract
 - XIV. is between a Supplier and a Buyer
 - XV. includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - XVI. survives the termination of the Framework Contract
- XVII. Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- XVIII. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a

Relevant Authority no warranty of its accuracy is given to the Supplier.

XIX. The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

XX. verify the accuracy of the Due Diligence Information

XXI. properly perform its own adequate checks

XXII. CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

XXIII. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

XXIV. What needs to be delivered

XXV. All deliverables

XXVI. The Supplier must provide Deliverables:

XXVII. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)

XXVIII. to a professional standard

XXIX. using reasonable skill and care

XXX. using Good Industry Practice

XXXI. using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract

XXXII. on the dates agreed

XXXIII. that comply with Law

XXXIV. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

XXXV. Goods clauses

XXXVI. All Goods delivered must be new, or as new if recycled, unused and of recent origin.

XXXVII. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

- XXXVIII. 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- XXXIX. 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- XL. 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- XLI. 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- XLII. 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- XLIII. 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- XLIV. 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- XLV. 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- XLVI. 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- XLVII. 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- XLVIII. 3.3 Services clauses
- XLIX. 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- L. 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

- LI. 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- LII. 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- LIII. 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- LIV. 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- LV. 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

LVI. 4 Pricing and payments

- LVII. 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- LVIII. 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- LIX. 4.3 All Charges and the Management Charge:
 - LX. exclude VAT, which is payable on provision of a valid VAT invoice
 - LXI. include all costs connected with the Supply of Deliverables
- LXII. 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- LXIII. 4.5 A Supplier invoice is only valid if it:
 - LXIV. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - LXV. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - LXVI. doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

- LXVII. 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- LXVIII. 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- LXIX. 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- LXX. require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- LXXI. enter into a direct agreement with the Subcontractor or third party for the relevant item
- LXXII. 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- LXXIII. 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- LXXIV. the relevant item being made available to the Supplier if required to provide the Deliverables
- LXXV. any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- LXXVI. 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

LXXVII. The buyer's obligations to the supplier

- LXXVIII. 5.1 If Supplier Non-Performance arises from an Authority Cause:
- LXXIX. neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- LXXX. the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- LXXXI. the Supplier is entitled to additional time needed to make the Delivery
- LXXXII. the Supplier cannot suspend the ongoing supply of Deliverables
- LXXXIII. 5.2 Clause 5.1 only applies if the Supplier:

- LXXXIV. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- LXXXV. demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- LXXXVI. mitigated the impact of the Authority Cause

LXXXVII. Record keeping and reporting

- LXXXVIII. 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- LXXXIX. 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- XC. 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- XCI. 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- XCII. 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - XCIII. tell the Relevant Authority and give reasons
 - XCIV. propose corrective action
 - XCV. provide a deadline for completing the corrective action
- XCVI. 6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - XCVII. the methodology of the review
 - XCVIII. the sampling techniques applied
 - XCIX. details of any issues
 - C. any remedial action taken
- CI. 6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

CII. Supplier staff

- CIII. 7.1 The Supplier Staff involved in the performance of each Contract must:
- CIV. be appropriately trained and qualified
 - CV. be vetted using Good Industry Practice and the Security Policy
 - CVI. comply with all conduct requirements when on the Buyer's Premises
- CVII. 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- CVIII. 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- CIX. 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- CX. 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

CXI. Rights and protection

- CXII. 8.1 The Supplier warrants and represents that:
- CXIII. it has full capacity and authority to enter into and to perform each Contract
 - CXIV. each Contract is executed by its authorised representative
 - CXV. it is a legally valid and existing organisation incorporated in the place it was formed
 - CXVI. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
 - CXVII. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - CXVIII. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - CXIX. it is not impacted by an Insolvency Event
 - CXX. it will comply with each Call-Off Contract
- CXXI. 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- CXXII. 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- CXXIII. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
CXXIV. non-payment by the Supplier of any tax or National Insurance

CXXV. 8.4 All claims indemnified under this Contract must use Clause 26.

CXXVI. 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

CXXVII. 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

CXXVIII. 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

CXXIX. Intellectual Property Rights (IPRs)

CXXX. 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

CXXXI. receive and use the Deliverables

CXXXII. make use of the deliverables provided by a Replacement Supplier

CXXXIII. 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

CXXXIV. 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

CXXXV. 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

CXXXVI. 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

CXXXVII. 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- CXXXVIII. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- CXXXIX. replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

CXL. Ending the contract

- CXLI. 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- CXLII. 10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
- CXLIII. 10.3 Ending the contract without a reason
- CXLIV. 10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- CXLV. 10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- CXLVI. 10.4 When CCS or the buyer can end a contract
- CXLVII. 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- CXLVIII. there's a Supplier Insolvency Event
- CXLIX. there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- CL. the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- CLI. there's any material Default of the Contract
- CLII. there's any material Default of any Joint Controller Agreement relating to any Contract;
- CLIII. there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- CLIV. there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- CLV. there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- CLVI. there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)

- CLVII. if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- CLVIII. the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- CLIX. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
- CLX. 10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- CLXI. 10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- CLXII. 10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:
- CLXIII. reject the Rectification Plan or revised Rectification Plan, giving reasons
- CLXIV. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
- CLXV. 10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- CLXVI. must give reasonable grounds for its decision
- CLXVII. may request that the Supplier provides a revised Rectification Plan within 5 Working Days
- CLXVIII. 10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.
- CLXIX. 10.5 What happens if the contract ends
- CLXX. Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- a. 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b. 10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.
- c. 10.5.3 Accumulated rights of the Parties are not affected.
- d. 10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- e. 10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- f. 10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- g. 10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

CLXXI. 10.6 When the supplier can end the contract

CLXXII. 10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

CLXXIII. 10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

CLXXIV. the Buyer must promptly pay all outstanding Charges incurred to the Supplier

CLXXV. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated

CLXXVI. Clauses 10.5.4 to 10.5.7 apply

CLXXVII. 10.7 When subcontracts can be ended

CLXXVIII. At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

CLXXIX. there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing

CLXXX. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4

- CLXXXI. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority
- CLXXXII. 10.8 Partially ending and suspending the contract
- CLXXXIII. 10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- CLXXXIV. 10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- CLXXXV. 10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- CLXXXVI. 10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- CLXXXVII. 10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
- CLXXXVIII. reject the Variation
- CLXXXIX. increase the Charges, except where the right to partial termination is under Clause 10.3
- CXC. 10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.
- CXCI. How much you can be held responsible for**
- CXCII. 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- CXCIII. 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

CXCIV. 11.3 No Party is liable to the other for:

CXCV. any indirect Losses

CXCVI. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

CXCVII. 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

CXCVIII. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors

CXCIX. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees

CC. any liability that cannot be excluded or limited by Law

CCI. its obligation to pay the required Management Charge or Default Management Charge

CCII. 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

CCIII. 11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

CCIV. 11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

CCV. Deductions

CCVI. any items specified in Clause 11.5

CCVII. 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

CCVIII. Obeying the law

CCIX. 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

CCX. 12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

- CCXI. 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

CCXII. Insurance

- CCXIII. The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

CCXIV. Data protection

- CCXV. 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- CCXVI. 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- CCXVII. 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- CCXVIII. 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- CCXIX. 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- CCXX. 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- CCXXI. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- CCXXII. restore the Government Data itself or using a third party
- CCXXIII. 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

CCXXIV. 14.8 The Supplier:

- CCXXV. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- CCXXVI. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- CCXXVII. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- CCXXVIII. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- CCXXIX. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

CCXXX. What you must keep confidential

CCXXXI. 15.1 Each Party must:

- CCXXXII. keep all Confidential Information it receives confidential and secure
- CCXXXIII. not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- CCXXXIV. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

CCXXXV. 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- CCXXXVI. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- CCXXXVII. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- CCXXXVIII. if the information was given to it by a third party without obligation of confidentiality
- CCXXXIX. if the information was in the public domain at the time of the disclosure
- CCXL. if the information was independently developed without access to the Disclosing Party's Confidential Information
- CCXLI. to its auditors or for the purposes of regulatory requirements
- CCXLII. on a confidential basis, to its professional advisers on a need-to-know basis
- CCXLIII. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

- CCXLIV. 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- CCXLV. 15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:
- CCXLVI. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- CCXLVII. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- CCXLVIII. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- CCXLIX. where requested by Parliament
- CCL. under Clauses 4.7 and 16
- CCLI. 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- CCLII. 15.6 Transparency Information is not Confidential Information.
- CCLIII. 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

CCLIV. When you can share information

- CCLV. 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- CCLVI. 16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- CCLVII. publish the Transparency Information
- CCLVIII. comply with any Freedom of Information Act (FOIA) request
- CCLIX. comply with any Environmental Information Regulations (EIR) request
- CCLX. 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

CCLXI. Invalid parts of the contract

- CCLXII. If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

CCLXIII. No other terms apply

- CCLXIV. The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

CCLXV. Other people's rights in a contract

- CCLXVI. No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

CCLXVII. Circumstances beyond your control

- CCLXVIII. 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- CCLXIX. provides a Force Majeure Notice to the other Party
- CCLXX. uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- CCLXXI. 20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- CCLXXII. 20.3 Where a Party terminates under Clause 20.2:
- CCLXXIII. each party must cover its own Losses
- CCLXXIV. Clause 10.5.2 to 10.5.7 applies

CCLXXV. Relationships created by the contract

- CCLXXVI. No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

CCLXXVII. Giving up contract rights

- CCLXXVIII. A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

CCLXXIX. Transferring responsibilities

- CCLXXX. 23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.
- CCLXXXI. 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- CCLXXXII. 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- CCLXXXIII. 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- CCLXXXIV. 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- CCLXXXV. 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- CCLXXXVI. their name
- CCLXXXVII. the scope of their appointment
- CCLXXXVIII. the duration of their appointment

CCLXXXIX. Changing the contract

- CCXC. 24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- CCXCI. 24.2 The Supplier must provide an Impact Assessment either:
- CCXCII. with the Variation Form, where the Supplier requests the Variation
- CCXCIII. within the time limits included in a Variation Form requested by CCS or the Buyer

CCXCIV. 24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- CCXCV. agree that the Contract continues without the Variation
- CCXCVI. terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- CCXCVII. refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

CCXCVIII. 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

CCXCIX. 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

CCC. 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

CCCI. that the Supplier has kept costs as low as possible, including in Subcontractor costs
CCCII. of how it has affected the Supplier's costs

CCCIII. 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

CCCIV. How to communicate about the contract

CCCV. 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

CCCVI. 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

CCCVII. 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

CCCVIII. 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

CCCIX. Dealing with claims

- CCCX. 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- CCCXI. 26.2 At the Indemnifier's cost the Beneficiary must both:
- CCCXII. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- CCCXIII. give the Indemnifier reasonable assistance with the claim if requested
- CCCXIV. 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- CCCXV. 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- CCCXVI. 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- CCCXVII. 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- CCCXVIII. 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- CCCXIX. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- CCCXX. the amount the Indemnifier paid the Beneficiary for the Claim

CCCXXI. Preventing fraud, bribery and corruption

- CCCXXII. 27.1 The Supplier must not during any Contract Period:
- CCCXXIII. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- CCCXXIV. do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- CCCXXV. 27.2 The Supplier must during the Contract Period:
- CCCXXVI. create, maintain and enforce adequate policies and procedures to ensure it complies with

the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same

CCCXXVII. keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request

CCCXXVIII. if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

CCCXXIX. 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

CCCXXX. been investigated or prosecuted for an alleged Prohibited Act

CCCXXXI. been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency

CCCXXXII. received a request or demand for any undue financial or other advantage of any kind related to a Contract

CCCXXXIII. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

CCCXXXIV. 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

CCCXXXV. 27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

CCCXXXVI. Prohibited Act

CCCXXXVII. identity of the Party who it thinks has committed the Prohibited Act

CCCXXXVIII. action it has decided to take

CCCXXXIX. Equality, diversity and human rights

CCCXL. 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

CCCXLI. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise

CCCXLII. any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

CCCXLIII. 28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or

tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

CCCXLIV. Health and safety

CCCXLV. 29.1 The Supplier must perform its obligations meeting the requirements of:

CCCXLVI. all applicable Law regarding health and safety

CCCXLVII. the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

CCCXLVIII. 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

CCCXLIX. Environment

CCCL. 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

CCCLI. 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

CCCLII. Tax

CCCLIII. 31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

CCCLIV. 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

CCCLV. the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant

CCCLVI. other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

- CCCLVII. 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- CCCLVIII. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- CCCLIX. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- CCCLX. 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- CCCLXI. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- CCCLXII. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- CCCLXIII. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- CCCLXIV. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

CCCLXV. Conflict of interest

- CCCLXVI. 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- CCCLXVII. 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- CCCLXVIII. 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

CCCLXIX. Reporting a breach of the contract

- CCCLXX. 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

CCCLXXI. Law
CCCLXXII. Clause 12.1
CCCLXXIII. Clauses 27 to 32

CCCLXXIV. 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

CCCLXXV. Resolving disputes

CCCLXXVI. 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

CCCLXXVII. 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

CCCLXXVIII. 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

CCCLXXIX. determine the Dispute
CCCLXXX. grant interim remedies
CCCLXXXI. grant any other provisional or protective relief

CCCLXXXII. 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

CCCLXXXIII. 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

CCCLXXXIV. 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

CCCLXXXV. Which law applies

CCCLXXXVI. This Contract and any issues arising out of, or connected to it, are governed by English law.

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Supply, delivery and installation reports	Information demonstrating order – installation takes a maximum of 6 weeks	Excel table	Monthly, starting the second month after the first order is placed
Snagging issues	All snagging issues, the agreed upon resolution including time elapsed the resolve the issue	Excel table	Monthly
Key Subcontractors	Reports of all key-subcontractors and their capacity under the contract	PDF / Word	Monthly
Defects handling	All defects, with detail around the cause (if known), and information displaying time elapsed to resolve	Excel table	Monthly
Complaints	Number of complaints, including	Excel spreadsheet	Monthly

	resolution agreed upon and time elapsed to resolve.		
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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity/paternity or long-term sick leave; or
- 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Contract Director	[REDACTED]	[REDACTED] @wagstaffgroup.co.uk
Operational/Account Manager	[REDACTED]	
Operational/Contract Support	[REDACTED]	
Customer Services Manager	[REDACTED]	
Managing Director – escalation point	[REDACTED]	

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

2. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

2.1	"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
	"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
	"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
	"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
	"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
	"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
	"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
	"Supplier's Proposals"	has the meaning given to it in Paragraph 7.3 of this Schedule;

3.1

3. BCDR Plan

3.2

The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), no later than ninety (90) days after commencement of this Call-Off Contract, which shall detail the processes and arrangements that the Supplier shall follow to:

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

the recovery of the Deliverables in the event of a Disaster

3.2.1 The BCDR Plan shall be divided into three sections:

Section 1 which shall set out general principles applicable to the BCDR Plan;

3.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

3.3

3.3.1 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

3.3.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are

3.4 unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4. General Principles of the BCDR Plan (Section 1)

4.1 Section 1 of the BCDR Plan shall:

4.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

4.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

4.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

4.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

4.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

(b)

contain a risk analysis, including:

failure or disruption scenarios and assessments of likely frequency of occurrence;

identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

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- identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - a business impact analysis of different anticipated failures or disruptions;
- (c) provide for documentation of processes, including business processes, and procedures;
- (d) set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 4.1.7 identify the procedures for reverting to "normal service";
- 4.1.8 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 4.1.9
- 4.1.10 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 4.1.11
- 4.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 4.2 The BCDR Plan shall be designed so as to ensure that:
 - 4.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 4.2.2
 - 4.2.3 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 4.2.4 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- 4.3 it details a process for the management of disaster recovery testing.
- 4.4 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 5.1 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

5. Business Continuity (Section 2)

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables

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remain supported and to ensure continuity of the business operations supported by the Services including:

the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

5.1.1 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

The Business Continuity Plan shall:

5.1.2 address the various possible levels of failures of or disruptions to the provision of Deliverables;

5.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

5.2.2 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

5.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

6. Disaster Recovery (Section 3)

6.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

6.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- 6.2.1 loss of access to the Buyer Premises;
- 6.2.2 loss of utilities to the Buyer Premises;
- 6.2.3 loss of the Supplier's helpdesk or CAFM system;
- 6.2.4 loss of a Subcontractor;
- 6.2.5 emergency notification and escalation process;
- 6.2.6 contact lists;
- 6.2.7 staff training and awareness;
- 6.2.8 BCDR Plan testing;
- 6.2.9 post implementation review process;

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any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

6.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

6.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

testing and management arrangements.

6.2.12

7. Review and changing the BCDR Plan

6.2.13

The Supplier shall review the BCDR Plan:

7.1 on a regular basis and as a minimum once every six (6) Months;

7.1.1 within three (3) calendar Months of the BCDR Plan (or any part) having

7.1.2 been invoked pursuant to Paragraph 7; and

7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 7.1.1 and 7.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above

7.2 any estimate without the Buyer's prior written approval.

Each review of the BCDR Plan pursuant to Paragraph 7.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event

7.3 since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

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Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 7.4 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are
- 7.5 required because of a material change to the risk profile of the Deliverables.

8. Testing the BCDR Plan

The Supplier shall test the BCDR Plan:

- 8.1 regularly and in any event not less than once in every Contract Year;
- 8.1.1 in the event of any major reconfiguration of the Deliverables
- 8.1.2 at any time where the Buyer considers it necessary (acting in its sole
- 8.1.3 discretion).
- 8.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be
- 8.3 borne by the Supplier.
- 8.4 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 8.5 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the
- 8.5.1 Buyer on completion of the test.
- 8.5.2 The Supplier shall, within twenty (20) Working Days of the conclusion of each test,
- 8.5.3 provide to the Buyer a report setting out:
- 8.6 the outcome of the test;
- any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- the Supplier's proposals for remedying any such failures.

Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing

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shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

9. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9.1

10. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

10.1

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

1 the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

**"Security
Management Plan"**

3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- ### **4.3.1**
- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for

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Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;

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- b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

1.1	"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or
		b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
	"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
	"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
	Implementation Period"	has the meaning given to it in Paragraph 7.1;

2.12. Agreeing and following the Implementation Plan

- 2.2 A draft of the Implementation Plan is set out in the Annex to this Schedule.
The Supplier shall provide a further draft Implementation Plan **five (5)**
- 2.2.1 **working** days after the Call-Off Contract Start Date.
- The draft Implementation Plan:
- 2.2.2 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission,

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then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

- 2.5 For each new package of work agreed upon under this Contract, the Supplier shall provide a further draft implementation plan in the Annex section of Call-Off Schedule 13. All further implementation plans shall be subject to **Call-Off Schedule 13**.
- 2.6

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4

Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4.1 4. Security requirements before the Start Date

- 4.2 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.3

- 4.4 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

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- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

- 5.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.1
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6.1 Compensation for a Delay

- 6.1.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 6.1.2 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (a)

Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

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the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

(b)

6.1.3

no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.4

Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

6.1.5

7. [Implementation Plan

The Implementation Period will be a [six (6)] Month period.

7.1

During the Implementation Period, the incumbent supplier shall retain full

7.2

responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

7.3

In accordance with the Implementation Plan, the Supplier shall:

7.3.1

work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial

7.3.2

handover of the Services;

7.3.3

work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.4

liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.4

7.4.1

produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4.2

The Implementation Plan will include detail stating:

how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency,

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responsibility for and nature of communication with the Buyer and end users of the Services.

In addition, the Supplier shall:

- 7.5 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.1 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.2 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - 7.5.3
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4
 - 7.5.5 manage and report progress against the Implementation Plan;
 - 7.5.6 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.7 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Annex 1: Business as Usual (BAU) Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milest one	Deliver able Items	Duration	Miles tone Date	Buyer Responsibilit ies	Milestone Payments	Delay Payments
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be 20 days.</p>						

Part B - Testing

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

	"Component"	any constituent parts of the Deliverables;
1.1	"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
	"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
	"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
	"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
	"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
	"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
	"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
	"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
	"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

The Supplier shall not submit any Deliverable for Testing:

- 2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- 2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.1
 - 2.2.2 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
 - 2.2.3
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;

- the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
- the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.5 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.6 the technical environments required to support the Tests; and
- 3.2.7 the procedure for managing the configuration of the Test environments.

4. ^{3.2.8}Preparing for Testing^{3.2.9}

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

Each Test Plan shall include as a minimum:

- 4.2 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
- 4.2.1
- 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5.15. Passing Testing

- 6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.2 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2.1
- 6.2.2 Each Test Specification shall include as a minimum:
 - the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - a plan to make the resources available for Testing;

Test scripts;

Test pre-requisites and the mechanism for measuring them; and
expected Test results, including:

- 6.2.3 a mechanism to be used to capture and record Test results; and
- 6.2.4 a method to process the Test results to establish their
- 6.2.5 content.

7. ^(a) Performing the tests

^(b) Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

- 7.1 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the
- 7.2 relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date
 - 7.5.2 on which the Test is planned to end; and
 - 7.6 the final Test Report within 5 Working Days of completion of Testing.
- 7.6.1 Each Test Report shall provide a full report on the Testing conducted in
- 7.6.2 respect of the relevant Deliverables, including:
 - an overview of the Testing conducted;
 - 7.6.3 identification of the relevant Test Success Criteria that have/have
 - 7.6.4 not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.5 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

- Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.7
- 7.8 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that
- 7.9 the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.1
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9.19. Test witnessing

- 9.2 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.3 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test
- 9.3.1 Witnesses to perform their role as a Test Witness in respect of the relevant
- 9.3.2 Tests.

The Test Witnesses:

shall actively review the Test documentation;

will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

- shall not be involved in the execution of any Test;
- shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.3 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have
- 9.3.4 been Achieved;
- 9.3.5 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.3.6 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

9.4 **10. Auditing the quality of the test**

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the
- 11.1 reasonable satisfaction of the Buyer.

11.11. Outcome of the testing

- 11.2.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

- the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.2 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.2.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that
- 11.3 Deliverable to be satisfied.
- The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables
- 11.4.1 related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for
- 11.7 the relevant Milestone not being Achieved.
- 11.8 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.9 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9.1 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification

Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

- 11.9.2 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 12.1.1 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.
 - 12.1.2

Annex 1: Test Issues – Severity Levels

13. Severity 1 Error

This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

14. Severity 2 Error

- 13.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
- causes a Component to become unusable;
- 14.1 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- 14.1.1
 - 14.1.2 has an adverse impact on any other Component(s) or any other area of the Deliverables;
 - 14.1.3

15. Severity 3 Error

- This is an error which:
- 15.1 causes a Component to become unusable;
 - 15.1.1
 - 15.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 15.1.3 has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

16.1 16. Severity 4 Error

- This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.
- 17.1

17. Severity 5 Error

This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Call-Off Schedule 14 (Service Levels)

18. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

18.1	"Critical Service Level Failure"	has the meaning given to it in the Order Form;
	"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
	"Service Credit Cap"	has the meaning given to it in the Order Form;
	"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
	"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
	"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

19. What happens if you don't meet the Service Levels

- 19.1 The Supplier shall at all times provide the Deliverables to meet or exceed the
- 19.2 Service Level Performance Measure for each Service Level.
- 19.3 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 19.4 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the
- 19.4.1 provisions of Part B (Performance Monitoring) of this Schedule.
- 19.4.2 A Service Credit shall be the Buyer's exclusive financial remedy for a Service
- (a) Level Failure except where:
- the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- the Service Level Failure:
- exceeds the relevant Service Level Threshold;

- has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - results in the corruption or loss of any Government Data; and/or
 - results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - (b) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
 - (c) Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - there is no change to the Service Credit Cap.
- 19.5.1
- 19.5.2
- 19.5.3

20. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 20.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 20.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),
- provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

21. Service Levels

If the level of performance of the Supplier:

is likely to or fails to meet any Service Level Performance Measure; or

is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

21.1

21.2

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

22. Service Credits

22.1

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

22.2

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	[95%]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Access to Buyer support	Availability	at least 98% at all times	[95%]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Items ordered by the buyer, to be delivered on time and of the specified quality	Timelines / Quality	at least 98% at all times	[95%]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

23. Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

23.1 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following

23.2 information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

23.2.1 a summary of all failures to achieve Service Levels that occurred during that Service Period;

23.2.2 details of any Critical Service Level Failures;

23.2.3 for any repeat failures, actions taken to resolve the underlying cause
23.2.4 and prevent recurrence;

23.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

23.2.6 such other details as the Buyer may reasonably require from time to time.

23.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the
23.3.1 Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

23.3.2 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within
23.3.3 normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

23.4 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

24.^{23.5} Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 2.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's

responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Attachment 5 - Contract.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

The buyer:

Board member	Role	Involvement	Meeting attendance
██████████	Contract Manager	Day to day operations	All meetings
██████████	Commercial Manager	Commercial support	Quarterly performance meetings only

The Supplier:

Board member	Role	Involvement	Meeting attendance
██████████	Operational/Account Manager	Day to day operations	All meetings
██████████	Contract Director	Commercial support	Quarterly performance meetings only

Call-Off Schedule 16 (Benchmarking)

25. DEFINITIONS

In this Schedule, the following expressions shall have the following meanings:

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

26. When you should use this Schedule

The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

Amounts payable under this Schedule shall not fall with the definition of a Cost.

227. Benchmarking

How benchmarking works

- 26.3 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 27.1
- 27.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 27.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 27.1.3
- 27.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 27.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 27.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 27.1.7
- 27.2 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by
- 27.2.1
- (a) the Buyer.

Benchmarking Process

The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

a proposed cost and timetable for the Benchmark Review;

a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

a description of how the benchmarker will scope and identify the Comparison Group.

- (b) The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- (c) The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 27.2.2
- 27.2.3
- 27.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 27.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (b) (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (c) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (d)
 - 27.2.6 using the Equivalent Data, calculate the Upper Quartile;
 - determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- 27.2.7 the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
exchange rates;
- (a) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.
- (b)

(c) **Benchmarking Report**

27.3 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

27.3.1 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 27.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c)
- 27.3.3 include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

28. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

29. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

30. Relevant Convictions

30.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

30.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. PURPOSE

1. The purpose of this procurement is to secure a long term single supplier contract for Department for Education (DfE), to provide our future requirements for office furniture. The successful bidder will be awarded a contract to supply the DfE on a 'call off' basis over the contract period of four years (with the option of extending for a further 1yr+1yr, or +2yrs).

2. BACKGROUND TO THE CONTRACTING AUTHORITY

1. The Department for Education (DfE) is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships and wider skills in England.
2. Based across 13 sites in England, with larger sites in Bristol, Coventry, Darlington, London, Manchester, Nottingham and Sheffield and smaller sites in Cambridge, Croydon, Exeter, Leeds, Newcastle and Watford.

3. BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT

1. Until now, purchasing furniture for the department has largely been delivered through a series of one-off or short term contracts. The department wants to move away from this, to secure a call-off contract and long term relationship with a single supplier (from Lot 8 of the Crown Commercial Services Framework, Hubs Furniture) which will provide:
 - a secure long term arrangement offering quality furniture at the best possible price;
 - an arrangement to provide office furniture to the DfE to satisfy our need for 'business as usual' items;
 - the option to use the supplier for office refurbishment projects. Two full building refurbishment projects are planned (London and Sheffield offices); and
 - a reduction in the overhead to the department by removing the need for regular rounds of commercial activity, with multiple contracts and supplier relationships to manage.
2. Contracting with a single supplier is important to the department to secure a long term arrangement for the provision of office furniture.
3. The contract will be awarded for a period of four years, with the option to extend by up to a further two year period – (4yrs, or 4yrs +1y+1y, or 4yrs+2yrs).

4. Through the evaluation questions in the tender pack, 20% weighting will be applied to secure wider social, economic and environmental benefits, as per the Public Services (Social Value) Act 2012. Please see 'Questionnaire 7' of Attachment 2 – How to Bid

4. DEFINITIONS

Authority	Department for Education
BAU	business as usual
CCS	Crown Commercial Service/s
DfE	Department for Education
FM	Facilities Management
GPA	Government Property Agency

5. SCOPE OF REQUIREMENT

1. In scope: Through the call off contract, provision of task and loose office furniture items as shown on Lot 8 of the CCS Framework. Delivering items ordered to the required DfE office location. Unpack, full assembly and complete installation of items, in the required part of the office area. Removal and disposal of all furniture packaging. Full after care, servicing and maintenance of items as required under the manufacturers guarantee. Servicing and maintenance of items supplied as required, for the duration of the contract, once the guarantee has expired.
2. To work directly with location facilities management (FM) teams to deliver any point mentioned in para 5.5.
3. An outline of the Supplier's approach to the disposal of furniture to be removed.
4. To supply the department, on a call off basis, task and loose office furniture which may be required as part of a business as usual (BAU) requirement for a small number of items, with the option of using the supplier to fulfil large scale requirements for example, a full office refurbishment. There are two full DfE office refurbishment projects (London & Sheffield sites) scheduled over the next two years (22/23 & 23/24).
5. Optional – Movement of furniture between DfE office sites. To include un-assemble of items as needed, transportation to the new DfE location and re-assembly in required location within the office.
6. Out of scope – anything not listed in paras 5.1 – 5.5.

6. THE REQUIREMENT

1. All items supplied must meet the Government Property Agency (GPA) Government Workplace Design Guide standards (which is included as Attachment 6 of the Bid pack).
2. The supplier must provide a 'catalogue' of potential options to meet each of the requirements, including a unit price for each item.
3. Unit pricing must be for the duration of the contract, and if not bids must be clear what /when the review point/s on pricing will be.
4. All costs for delivery and installation must be listed separately per item / for each order.
5. The supplier is expected to liaise and work directly with project lead / construction manager / site FM team as appropriate, to arrange delivery and installation of items, where the order is part of a refurbishment of a floor or building at a DfE site.
6. Any costs associated with after sales care, both in and outside of any manufacturer's guarantee period must be clearly stated.
7. Items expected to be required are listed in Lot 8 of the CCS Framework and include, but are not limited to:
 - Standard office desks, including versions that are height adjustable. All providing an option for an under desk, IT cable management solution. No drawers. Options to include white top desks, with a non-glare finish;
 - Task chairs, including adjustable, ergonomic chairs. Which can be adjusted in seat height and lumbar position;
 - Modular furniture that can be easily adapted and moved – both tables and seating;
 - Collaboration tables and seating. With tables having the option to include an easily accessible under table power supply and under table cable management system to allow the powering or charging of IT equipment;
 - Booths for individual working, which provide the option to make provision for a power supply and PC monitor arm;
 - Booths that can be used for 1-2-1 collaboration or meetings, providing an option to make provision for a power supply and PC monitor arm;
 - Larger booths that can accommodate groups of 4 -6 individuals, with the option to make provision for a power supply;
 - Telephone pods or booths that can be used to make calls away from the main office area;
 - Meeting room furniture (desk / tables / chairs);
 - Acoustic panelling for meeting rooms and booths / pods;

- Office storage (both office and personal items) drawers and / or cupboards, personal storage lockers;
 - Whiteboards – fixed and movable;
 - Glass ‘write on’ wall style of whiteboards; and
 - Other ad hoc office furniture items, including desks / task chairs, that are suitable and can be supplied to staff for working from home as required.
8. All items supplied must be durable to withstand high volume usage.
 9. All items supplied with fabric should use at least a Grade 3 material, but with a minimum requirement of no lower than Grade 2. A more detailed list of Quality requirements are included in the Specification document which is included as part of the Bid pack.
 10. There may be a requirement for all items supplied and installed at office A, to be moved and reinstalled during the contract term, at office B. Prices for this service will be requested on an ‘as and when’ basis.
 11. All items ordered must be delivered to the relevant DfE office location and to the required work area in the office. Items must be unpacked and assembled on site by the supplier. All furniture packaging must be removed from site and disposed of by the supplier.
 12. All items supplied must be guaranteed for the time periods outlined in the Specification document.
 13. The supplier must acknowledge receipt of any Customer Observation Report within a (maximum) of 2 working days after it being submitted. Service for fault or damage must take place within 10 working days after the report, or where a replacement item is needed within 20 working days for delivery of the replacement item.

7. KEY MILESTONES AND DELIVERABLES

Milestone	Description	Timeframe
1	Launch of Procurement via e-Sourcing event	28 February 2022
2	Clarification period begins	28 February 2022
3	Clarification period closes	11 March 2022
4	Deadline for the publication of responses to the clarification questions	18 March 2022
5	Bid submission deadline	28 March 2022
6	Commencement of Bid evaluation	29 March 2022
7	Announcement of preferred bidder	25 May 2022
8	Contract signing	6 June 2022
9	Following contract award, DfE will place the first order with the successful supplier.	For supply, delivery and installation within 6 weeks of placing order.

8. MANAGEMENT OF INFORMATION/REPORTING

1. Report on progress of expected completion of the order and expected delivery date of ordered items within 1 week of the order being placed.
2. Provide weekly update reports to the DfE Contract Manager on progress of any order and expected delivery.
3. To notify DfE as soon as any delay is known with the expected delivery date of any order and to provide a new date for delivery.

9. VOLUMES

Indicative volumes are provided in the Bid Pack, Attachment 4 Pricing Schedule, this provides two sets of volumetrics. Expected volumes for business as usual (BAU) requirements are listed on the 'Lot 8 Evaluated – BAU' tab, with 'Lot 8 Evaluated – Office Refurb' tab, providing details of the expected requirements for the refurbishment projects of our Sheffield and London offices.

10. CONTINUOUS IMPROVEMENT

1. The Supplier will be expected to continually improve the way in which the required Goods/Services are to be supplied and delivered throughout the Contract duration, including alerting the buyer to any new (suitable / similar) products that become available on the market.
2. The Supplier should present new ways of working to the Authority during the regular Contract review meetings, the dates of which will be agreed by the supplier and the customer.
3. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

1. DfE requirements linked to sustainability are covered in the Specification document, included in the bid pack.
2. Suppliers will be required to provide waste transfer notices as proof of waste away.
3. Suppliers are required to remove their waste at regular intervals and not leave stored items within the working areas.

12. QUALITY

1. All items supplied must be of a quality to be used in a 'high traffic' office environment. Where fabrics are used on chairs or other seating items, grade 3 fabric is the expected standard.

13. PRICE

1. Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

2. Further details on pricing considerations are detailed in Attachment 2 – How To Bid Including Evaluation Criteria.

14. STAFF AND CUSTOMER SERVICE

1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
2. The Supplier is expected to manage all aspects of contract order, delivery and installation and provide regular updates on progress (at least weekly).
3. The Supplier must respond within 48 business hours to any request made by the DfE in relation of faulty / defective equipment with a solution and date for repair / replacement.
4. The Supplier must confirm receipt of any order placed within 48 business hours and confirm items have been sourced within 5 business days and expected delivery date. This is for any items for supplied as BAU. For any larger orders placed (eg office refurbishment) the Supplier must confirmed receipt of any order placed within 48 business hours and confirm items have been sourced within 10 business days and expected delivery date.
5. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
6. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

1. The Authority will measure the quality of the Supplier's delivery by:

KPI/ SLA	Service Area	KPI/SLA description	Target
1	Supply, Delivery and Installation	Supply, delivery and installation of all furniture within agreed timeframes (6 weeks) from receipt of order.	100% at all times
2	Quality	Items supplied must comply with the quality standards specified in the Framework Schedule 1 (Specification).	At least 98% at all times
3	Snagging	Supplier to resolve issues identified on snagging report within 72 hours from acknowledgement.	At least 98% at all times
4	Defects Handling	Supplier to respond and resolve defects, including repairs; <ul style="list-style-type: none"> • Priority 1 = 24 hours • Priority 2 = 3 working days • Task Furniture = 3 working days 	At least 98% at all times

		<ul style="list-style-type: none"> • Loose Furniture = 5 working days • Project specific = Timeline to be agreed on a case by case basis. 	
5	Complaints acknowledgement	Supplier to acknowledge customer complaints/feedback within 1 working day of receipt.	100% at all times
6	Warranty Handling	Supplier to respond and resolve warranty issues; 1. First Response – 24 hours 2. Site Visit – Within 2 working days 3. Resolution – Standard 5 working days	At least 98% at all times
7	Complaints resolution	Resolution of complaints within agreed timeline as stipulated at KPI 4 or 6 (whichever is appropriate)	At least 98% at all times

2. Service Credits are applicable to this contract and are detailed in Call Off Schedule 14, Annex A Part A.

3. Where the buyer has concerns around Supplier performance, the appointed contract manager on behalf of the buyer will agree a performance improvement plan.

4. If there is an unsatisfactory response by the Supplier to performance issues, the buyer can invoke a contract exit strategy, where poor performance requires early termination of the contract.

5. The Supplier shall complete the KPI Reporting Template at Annex x of this Statement of Requirements to inform the Authority on its performance against these KPIs. The Supplier shall report this data on a monthly basis, every 5th working day of the month.

6. In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root cause of the issue, and agree a performance improvement approach.

7. Where continued poor performance constitutes a Contract Default, the Potential Provider shall formulate a Rectification Plan to address these issues.

8. Should the Contract Default not be corrected in line with a Rectification Plan which has been accepted by the Authority, the Authority has the right to immediately terminate the Contract.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

1. All DfE contractors must have CSCS accreditation certificates or another recognised form of proving competence.
2. All contractors should operate to CLOCS National Standard.
3. Via a nominated security procedure set by the property FM team/or equivalent during Fit-Out. The following will be required for operatives:
 1. FULL NAME
 2. PHOTO I.D
 3. (Driver's license, passport, CSCS card)
4. Access Booking: Company would contact (to be confirmed post contract award) with the following to arrange site access with security.
 1. Name of Driver/contractors
 2. Vehicle details
 3. Vehicle Size - Restrictions on vehicle sizes for access, to be confirmed at supplier presentation tender launch
 4. Vehicle Reg. Number
5. The DfE operates a strict NO SMOKING policy in our buildings and at any staff home premises, in accordance with the Health & Safety at Work Act.
6. The use of illegal drugs, controlled substances and the consumption of alcohol on site are expressly prohibited. Any persons identified as being under the influence of any of these substances will be removed from site immediately.

17. PAYMENT AND INVOICING

1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
3. Invoices requiring payment should be sent to:

Finance Manager



DfE Operational Finance
Secure Room, 2nd Floor
Cheylesmore House
Quinton Road
Coventry
CV1 2WT

18. CONTRACT MANAGEMENT

1. The Supplier will be deemed to have allowed for attendance at weekly meetings and for co-ordinating their works with other client teams, suppliers and/or service providers. Evidence of this should be contained within the Supplier's resourcing plan

2. Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. INTELLECTUAL PROPERTY RIGHTS (IPR)

1. Not required for this contract.

20. LOCATION

1. The location of the Services will be carried out at any DfE location or other UK address where staff are working from home and delivery is needed to the home address.

2. Delivery / installation / movement of furniture / after sales service may be needed at main DfE locations listed below or on occasion at staff UK home address:

Bristol (moving to a new site in Bristol later in 2022. New address to be supplied by contract award))

Currently at –

2 Rivergate, Temple Quay, Bristol, BS1 6EH

Office opening hours: 07:00-19:00

Cambridge

Eastbrook, Shaftesbury Road, Cambridge, CB2 8DR

Office opening hours: 07:00-19:00

Coventry

Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT

Office opening hours: 07:00-19:00

Croydon

Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ

Office opening hours: 07:00 – 18:00

Darlington

Bishopsgate House, Feethams, Darlington, DL1 5QE

Office opening hours: 07:00-19:00

Exeter

Exeter Civic Centre, Paris Street, Exeter EX1 9SA

Office opening hours: 07:00-19:00

Leeds

7/8 Wellington Place, Leeds LS1 4AP

Office opening hours 07:00-19:00

London

Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Office opening hours: 07:00-21:00

Manchester

Piccadilly Gate, Store Street, Manchester, M1 2WD

Office opening hours: 07:00-19:00

Newcastle

Ground floor, Newcastle Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8QH

Office opening hours: 07:00-19:00

Nottingham (moving to a new site in central Nottingham during summer 2022. New address to be supplied on contract award)

Currently at –

Agora, 6 Cumberland Place, Nottingham, NG1 6HJ

Office opening hours: 07:00-19:00

Sheffield

2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ

Office opening hours: 07:00-19:00

Watford

34 Clarendon Road, Watford, WD17 1JJ

Office opening hours: 09:00-17:00

21. ADDITIONAL INFORMATION

1. Items and volume information is contained within Attachment 4 of the Bid Pack Pricing Schedule (Lot 8 evaluated tab business as usual and Lot 8 Evaluated Office Refurb for project items).