

Crown Commercial Service

Contract for the Supply of Personal Protective Equipment 2023-2026

THIS AGREEMENT is made on

PARTIES:

- (1) **THE SECRETARY OF STATE FOR JUSTICE** acting as part of the Crown (the "**Purchaser**"); and
- (2) Arco Limited (the "**Supplier**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for supply of building materials for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number RM6157) which is dated 27th July 2021 (the "**Framework Agreement**").
- (C) On 22nd March 2023, the Purchaser invited the Supplier along with other framework suppliers to tender for the Purchaser's Personal Protective Equipment (PPE) supply requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement). The Instructions for Bidders document included within the Invitation to Tender is attached below at **Appendix 1**.
- (D) On 14th April 2023 the Supplier submitted a tender response and was subsequently selected by the Purchaser to supply Personal Protective Equipment (PPE) to prisons across England and Wales.
- (E) The Supplier has agreed to supply the Products in accordance with the Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Purchaser will pay the Supplier the amount due in accordance with the Conditions.
2. The Supplier will supply and deliver and install (if applicable) the Products in accordance with the Conditions.

Executed under hand

Signed by REDACTED – PERSONAL DATA

for and on behalf of Arco Limited

.....

REDACTED – PERSONAL DATA

Date

Signed by REDACTED – PERSONAL DATA OFFICIAL for and on behalf of THE SECRETARY OF
STATE FOR JUSTICE

.....

REDACTED – PERSONAL DATA

Date

PARTICULARS

Term:

Three years from the date of this Agreement with the option to extend for up to a further two years.

Products:

As per the MoJ Specification (Appendix 2), RM6157 Technical and Service specifications (Appendix 3 & 4), and the Product Specification and Supplier Pricing spreadsheet. (Appendix 5)

Products to be installed:

None.

Test certificates or product guarantees or warranties required:

As per clauses 2.9 and 2.11 of the MoJ Specification.

Price:

As per the Supplier Pricing spreadsheet. (Appendix 5)

Payment method:

As per clauses 2.4 and of 5.5 the MoJ Specification

Invoice Address:

As per clause 2.13.1 of the MOJ Specification.

Delivery Address:

As agreed for each individual order.

Delivery Date(s):

As agreed for each individual order.

Passes for access to Purchaser's Premises

See section 3.5.2 of the MOJ Specification. (Appendix 2)

Notice Details:

Purchaser:

Address: Ministry of Justice, Commercial and Contract Management Directorate, First Floor, 5, Wellington Place, Leeds LS1 4AP

E-mail: mojprocurementoperationalgoodsandservices@justice.gov.uk

Supplier: Arco Ltd

Address: Arco Limited
PO Box 21
1 Blackfriargate
Hull
HU1 1BH

E-mail: []

Purchaser's Authorised Representative:
REDACTED – PERSONAL DATA

Senior Representatives:
For the Purchaser:

REDACTED – PERSONAL DATA

For the Supplier:

REDACTED – PERSONAL DATA

Insurances:

Public Liability (as per the requirements of Clause 12.1.6 of the Framework Agreement):

Product Liability as per the requirements of Clause 12.1.6 of the Framework Agreement):

Professional Indemnity as per the requirements of Clause 12.1.7 of the Framework Agreement):

Governing Law and Dispute Resolution

Law: England & Wales

Dispute Resolution: Arbitration applies

Arbitration:

The arbitration procedure is to be agreed

The place where arbitration is to be held is to be agreed.

The person or organisation who will choose an arbitrator if the parties cannot agree a choice or if the arbitrator procedure does not state who selects an arbitrator is Ministry of Justice Chief Commercial Officer or their nominee.

Litigation:

Courts of England & Wales

Special Conditions:

See Schedules 1,2 & 3 below.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out below:

1.1.1 'Auditor' is:

- (a) the Purchaser's internal and external auditors;
- (b) the Purchaser's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Purchaser to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

1.1.2 '**Authorised Representative**' means a person authorised by the Purchaser and stated in the Particulars or such other person as the Purchaser shall notify to the Supplier in writing to perform such role;

1.1.3 '**Commercially Sensitive Information**' means the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Supplier, the charges for the goods or services, its IPR or its business or which the Supplier has indicated to the Purchaser that, if disclosed by the Purchaser, would cause the Supplier significant commercial disadvantage or material financial loss.

1.1.4 '**Conditions**' means these terms and conditions as may be varied by the Special Conditions;

1.1.5 '**Confidential Information**' means the Purchaser's Confidential Information and/or the Supplier's Confidential Information;

1.1.6 '**Contracting Body**' means any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Purchaser;

1.1.7 '**Crown Body**' means any department, office or agency of the Crown;

1.1.8 '**Data Protection Legislation**' means (i) the GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy, which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

1.1.9 '**DASVOIT**' means the Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes contained in the Finance (No.2) Act 2017;

1.1.10 '**Delivery Address**' means the address for the delivery of the Products as identified in the Particulars or any other location notified by the Purchaser in writing;

1.1.11 '**Delivery Dates**' means the date(s) for completion of the delivery of the Products identified in the Particulars or any other dates notified by the

Purchaser in writing;

- 1.1.12 **'DOTAS'** means the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- 1.1.13 **'Environmental Information Regulations'** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;
- 1.1.14 **'FOIA'** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.1.15 **'General Anti-Abuse Rule'** means:
- (a) the legislation in Part 5 of the Finance Act 2013 (as amended) and
 - (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions;
- 1.1.16 **'Halifax Abuse Principle'** means the principle explained in the CJEU Case C-255/02 Halifax and others;
- 1.1.17 **'Insolvent'** means in relation to the Supplier if:
- (a) a petition is presented, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction
 - (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise, composition or scheme of arrangement with its creditors or any class of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party; or
 - (c) any step (whether in or out of court) is taken, an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company); or
 - (d) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed, an administrative receiver; or
 - (e) a receiver (including an administrative receiver) appointed over the whole or any part of its property, assets or undertaking; or

- (f) being an individual, it is the subject of a bankruptcy petition or order or enters into an individual voluntary arrangement, a deed of arrangement or any compromise, composition or scheme of arrangement with its creditors ; or
- (g) any distress, execution, sequestration or other such process is levied or applied for in respect of the whole or any part of its property, assets or undertakings; or
- (h) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (g) above;

1.1.18 '**Law**' means any and all requirements pursuant to any Act of Parliament, any instrument, rule or order made under any Act of Parliament, any subordinate legislation within the meaning of Section 21(i) of the Interpretation Act 1978, any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, or directives or requirements of any regulatory body with which the Supplier is bound to comply, mandatory guidance or code of practice, judgment of a relevant court of law, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Project or Performance or the Products including without limitation any statutory provisions and any decision of a relevant authority or organisation thereunder which controls the right to develop the Site;

1.1.19 '**Material Breach**' means any substantial breach of the Contract by the Supplier where the Purchaser has served notice on the Supplier that it has four (4) weeks in which to rectify the breach and the Supplier fails to do so;

1.1.20 'Occasion of Tax Non-Compliance' means

- (a) where any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- (b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- (c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and
- (d) where any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of the Contract or to a civil penalty for fraud or evasion;

1.1.21 '**Performance**' means the manufacture, ordering of goods and materials for the Products and supply, delivery, unloading and (if applicable) installation of the Products and provision of all supporting information and documents for the purposes of the Contract;

1.1.22 '**Personal Data**' has the meaning given to it in the Data Protection Legislation;

1.1.23 '**Price**' means all sums payable to the Supplier for Performance and the

Products which shall be as stated in the Particulars;

1.1.24 **'Products'** means all goods, materials and products to be supplied, delivered and (if applicable) installed as identified in the Particulars (including any component, part of or raw materials used in such goods);

1.1.25 **'Prohibited Act'** is

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Purchaser or other Contracting Body or any other public body a financial or other advantage to induce that person to
 - (i) perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;
 - (ii) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
 - (iii) committing any offence under the Bribery Act 2010 (or any legislation repealed or revoked by such Act), under legislation or common law concerning fraudulent acts or defrauding, attempting to defraud or conspiring to defraud the Purchaser; or
- (b) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

1.1.26 **'Project'** means any construction works of which it is intended the Products will form a part or for which the Products will be used;

1.1.27 **'Purchaser Confidential Information'** means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Purchaser, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

1.1.28 **'Purchaser's Premises'** are premises owned, occupied or leased by the Purchaser including any Site;

1.1.29 **'Relevant Requirements'** are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

1.1.30 **'Relevant Tax Authority'** means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Supplier* is established;

1.1.31 **'Request for Information'** means a request for information or an apparent request under the Code of Practice on Access to government Information,

FOIA or the Environmental Information Regulations;

- 1.1.32 **'Requisite Consents'** means any and all relevant permissions, consents, approvals, licences, certificates and permits in relation to the Site or the Products and which term includes but is not limited to any modification, variation or amendment to any relevant Requisite Consent;
 - 1.1.33 **'Senior Representatives'** means the persons named in the Particulars or such other person as a party shall notify to the other party in writing;
 - 1.1.34 **'Site'** means any site which is the location of the Project;
 - 1.1.35 **'Special Conditions'** means special conditions (if any) that may amend, modify or supplement these Conditions and which may be referenced or included by the Purchaser in the Particulars;
 - 1.1.36 **'Supplier's Confidential Information'** means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Subcontractors of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
 - 1.1.37 **'Supplier's Persons'** means the Supplier's contractors, consultants, suppliers, servants, agents, partners, workers and employees engaged in connection with the Contract;
 - 1.1.38 **'VADR'** means the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005);
 - 1.1.39 **'Variation'** means a variation, modification, omission, addition or other alteration (including but not limited to the nature, scope, quantity, subject matter, delivery arrangements, installation requirements or timing of Delivery Dates, or where a Term applies, additional orders for Products placed during the Term) to the Performance or the Products; and
 - 1.1.40 **'Working Day'** means any day other than a weekend or public holiday.
- 1.2 In these Conditions, unless the context otherwise requires:
- 1.2.1 words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.2 clause headings are inserted for convenience only and shall not affect the construction of these Conditions;
 - 1.2.3 a reference to one gender shall include a reference to the other genders;
 - 1.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time or it is in force as at the date of the Contract;
 - 1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time and/or as at the date of the Contract under that statute or statutory provision;
 - 1.2.6 a reference to a 'person' includes any individual, firm, partnership, company and any other legal entity;

- 1.2.7 a reference to a party or the parties is a reference to a party or the parties to the Contract and references to a party shall include its successors in title and permitted assigns;
- 1.2.8 a reference to writing or written includes email, but not fax;
- 1.2.9 references to clauses or Schedules are to the clauses or Schedules of the Contract;
- 1.2.10 any words following the terms including, include, includes, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms and the use of the words 'other' or 'otherwise' shall not be construed as having a limiting effect.

2. BASIS OF THE CONTRACT

- 2.1 The Supplier agrees to supply the Products in accordance with the Conditions and the Framework Agreement. Any terms and conditions of the Supplier are superseded, are of no effect and do not form part of or apply to the Contract in any circumstances unless and to the extent incorporated as Special Conditions.
- 2.2 The terms and conditions of the Contract may only be amended or varied in writing and signed by the Authorised Representative. Any other purported variation shall be of no effect.
- 2.3 Notwithstanding the date the Purchaser and the Supplier enter into the Contract, any Performance by or on behalf of the Supplier prior to the date of the Contract in anticipation of the Purchaser entering into the Contract with the Supplier shall be treated as forming part of the Performance under the Contract and shall be subject to the terms of the Contract. Any monies already paid as at the date of the Contract by the Purchaser to the Supplier in connection with Performance shall be treated as payments on account of the Price.

3. GENERAL OBLIGATIONS AND WARRANTIES

- 3.1 The Supplier warrants to the Purchaser that the Products:
 - 3.1.1 will be of sound and satisfactory quality and fit for all purposes for which the Products are commonly supplied and/or for any special purposes which are notified to the Supplier;
 - 3.1.2 will correspond with any specification provided to the Supplier by the Purchaser;
 - 3.1.3 will correspond with any sample provided by the Supplier;
 - 3.1.4 will be free from defects in design, material and workmanship;
 - 3.1.5 will comply with all and will not contravene any Requisite Consents or Law relating to the manufacture and sale of materials and goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard and Codes of Practice or equivalent specification unless otherwise agreed);
 - 3.1.6 will comply with the general requirements of safety in terms of risk presented to the health and safety of persons.
- 3.2 The Supplier shall ensure that all product information relating to the Products provided by the Supplier and all product information provided to the Supplier by its suppliers and sub-contractors complies with the Code for Construction Product Information issued by the Construction Products Association.

- 3.3 So far as it is able, the Supplier will pass on to the Purchaser or procure for the Purchaser the benefits of any warranties or guarantees given by any third party supplier in relation to the Products.
- 3.4 Insofar as the Supplier is responsible for the design of the Products or any part thereof it warrants and undertakes to the Purchaser that it shall in carrying out such design exercise the reasonable skill and care to be expected of a properly qualified and competent designer experienced in producing goods of a similar size, scope and complexity as the Products.
- 3.5 If the Supplier is responsible for installation of the Products, the Supplier warrants that it will comply with its obligations under the Construction (Design and Management) Regulations 2015.
- 3.6 The Supplier warrants to the Purchaser that the Supplier has not used and will not use and has exercised and will continue to exercise the level of skill and care referred to in clause 3.4 to see that it has not specified and will not specify for use in the Products any substances and materials not in conformity with any relevant British Standards or Codes or Practice or which are generally known to the UK building industry at the time of specification or use to be deleterious to health and safety or to the durability of the Products in the particular circumstances in which they are used, or which are not used in accordance with the guidance contained in the publication "Good Practice in the Selection of Construction Materials" (2011, British Council of Offices).
- 3.7 The Supplier shall ensure that copies of any test certificates or product guarantees or warranties referred to in the Particulars (or otherwise required under any Law or by a regulatory body or as part of any Requisite Consents) are provided to the Purchaser upon delivery of the Products.
- 3.8 The Supplier shall ensure that all product information relating to the Products complies with the Code for Construction Product Information issued by the Construction Products Association.
- 3.9 The Supplier shall provide as built drawings, operating instructions, maintenance manuals, fabrication reports and the like are provided to the Purchaser upon delivery and/or installation (if applicable) of the Products.
- 3.10 The Supplier shall ensure that the Products will be safe and delivered in a safe manner and accompanied by comprehensive instructions as to the use, handling, installation, storage and safety of the Products including all information required for the Purchaser to comply with the Control of Substances Hazardous to Health Regulations 2002 as amended by the Control of Substances Hazardous to Health (Amendment) Regulations 2004.
- 3.11 The Supplier shall ensure that all duties and obligations under any Law which relate to the manufacture and/or use of the Products (including but not limited to any legal requirements imposed under the Factories Act 1961 or regulations made thereunder and the requirements of Section 6 of the Health and Safety at Work etc. Act 1974 as amended) are satisfied and keep the Purchaser indemnified against all penalties and liability of any kind for breach of any Law.
- 3.12 The Supplier shall use best endeavours to ensure that all spare and/or replacement parts, components and materials for the Products shall be available from the Supplier for twelve (12) years from date of delivery by the Supplier of the Products in question.

4. PRICES AND PAYMENT

- 4.1 In consideration of the satisfactory supply, delivery and installation (if applicable) of the Products, the Purchaser shall pay to the Supplier the Price in accordance with and subject to these Conditions. Subject to payments in respect of Variations pursuant to clause 5, the Price shall be:

- 4.1.1 Fixed, subject to any indexation adjustment in accordance with Schedule 12 of the Framework Agreement;
 - 4.1.2 exclusive of any applicable VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice); and
 - 4.1.3 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery and unloading of the Products to the Delivery Address and any duties or levies other than VAT.
- 4.2 The rates and prices stated in the Particulars are deemed to be sufficient to cover all the Supplier's obligations in relation to the Products and Performance whether express or implied and without prejudice to the generality of the foregoing where the Products (or any part thereof) or Performance is to be performed otherwise than at the Supplier's premises then the Supplier shall be deemed to have satisfied itself as to all local conditions requirements or difficulties or any other factors which may in any way affect the Performance or the Products.
- 4.3 No increase in the Price may be made without the prior written consent of the Purchaser signed by the Authorised Representative.
- 4.4 The Supplier may submit an invoice to the Purchaser:
 - 4.4.1 after delivery of the Products (or where the Products are delivered in tranches, after delivery of each tranche); or
 - 4.4.2 where the Products are to be installed, after completion of the installation of the Products (or where the Products are delivered and installed in tranches, after installation of each tranche).
- 4.5 The Supplier shall provide a separate invoice for each individual delivery and installation (if applicable) to the Purchaser. The Supplier's invoice shall attach a copy of the receipted advice note as referred to in clause 11.7.
- 4.6 The Supplier's invoice shall set out:
 - 4.6.1 the contract date and/or number;
 - 4.6.2 a description including quantity of the Products;
 - 4.6.3 a breakdown of the amount invoiced clearly showing the amounts charged for Products supplied;
 - 4.6.4 the total value of the invoice indicating the materials and labour element separately where applicable; and
 - 4.6.5 Value Added Tax shown separately.
- 4.7 The Purchaser shall be entitled to deduct from the Price:
 - 4.7.1 the unit price for such proportion of the Products as may be defective and rejected by the Purchaser together with the costs of returning such Products to the Supplier;
 - 4.7.2 any amount which is disputed by the Purchaser, pending resolution of such dispute.
- 4.8 The final date for payment of each invoice shall be thirty days after the invoice is received by the Purchaser.
- 4.9 If the Purchaser fails to pay a sum due to the Supplier by the final date for payment, simple interest shall be added to the unpaid sum from the final date for payment until the

actual date of payment. This shall be calculated on a daily basis at the annual rate of three per cent (3%) above the Bank of England Base Rate. The Parties acknowledge that the liability of the Purchaser under this clause is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.10 The Supplier must facilitate payment by the Purchaser of the Price under the Contract under any method agreed with the Purchaser in the Particulars. The Supplier must facilitate a change of payment method during the term of the Contract. The Supplier shall not charge the Purchaser any fees for the use of any payment method or for a change of payment method during the term of the Contract.

5. CHANGES/VARIATIONS

- 5.1 The Purchaser may request Variations by way of an instruction to the Supplier in writing. If a Term applies the Purchaser may not requested Variations for additional orders for Products after expiry of the Term.
- 5.2 Variations shall be valued by agreement between the Purchaser and the Supplier or, if they fail to agree, in accordance with the rates and prices in the Particulars or (if no applicable rates and prices exist) such prices as shall be fair and reasonable in the circumstances.
- 5.3 The Supplier shall carry out any Variations required by the Purchaser.
- 5.4 In the event a Variation results in any works, services, goods, materials, plant or equipment being omitted from the Contract, the Price shall be reduced by an appropriate sum in accordance with clause 5.2. The Purchaser shall not be liable to the Supplier for any costs, losses, damages or expenses accrued, suffered or incurred by the Supplier arising from such omission save for the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the instruction of the omission.

6. ASSIGNMENT/SUB-CONTRACTING/THIRD PARTIES

- 6.1 The Supplier shall not sub-let all or any part of the Contract or assign or charge all or any part of the Contract or any rights or benefits under it without the Purchaser's prior written consent (such consent not to be unreasonably withheld or delayed).
- 6.2 The Supplier will remain responsible and liable for all the design, manufacture, supply, delivery, works, obligations and duties it sub-lets to a third party as if the Supplier had performed such design, manufacture, supply, delivery, works, obligations and duties itself. Any sub-letting of part or all of the Contract or any obligations or duties under it, whether or not the Purchaser has given its consent, shall not in any way relieve the Supplier from or reduce any of its obligations, duties and liabilities arising from or in connection with the Contract.
- 6.3 The Purchaser may assign the benefit of or any rights under the Contract to any department, office or agency of the Crown or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Purchaser. No other assignment is permitted without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.
- 6.4 The Supplier shall not be entitled to contend that any person to whom the Contract is assigned in accordance with this clause is precluded from recovering under the Contract any loss incurred by such assignee resulting from any breach of the Contract (whenever happening), by reason that such person is an assignee and not a named party under the Contract or by reason that the Purchaser or any intermediate assignee or party escaped any loss by reason of the disposal of any interest in the Project or that the Purchaser or any intermediate beneficiary has not suffered any or as much loss as such assignee.
- 6.5 So far as it is able, the Supplier will procure for any other party notified by the Purchaser

to the Supplier the benefits of any warranties or guarantees given by any third party supplier in relation to the Products.

7. PURCHASER'S DRAWINGS AND INFORMATION

- 7.1 No drawings, designs, specifications, know how or other information provided in connection with the Contract by the Purchaser or its servants or agents (including all features whether patented or patentable or not and whether separately or collectively shown) nor any other intellectual copyright matter so provided may be reproduced in whole or in part nor used for any purpose other than the execution of the Contract. All such drawings, designs and other matters are provided on loan only to the Supplier and the Supplier shall return them to the Purchaser following a request by the Purchaser.

8. INSPECTION AND TESTING

- 8.1 The Purchaser and its representatives shall at all reasonable times be granted access to any premises (including those of the Supplier's suppliers) and be allowed to inspect and test (or on the Purchaser's request, re-inspect or re-test) the Products at any time prior to acceptance of delivery.
- 8.2 The Supplier shall make available (at its own expense where the requirement for the inspection or testing was indicated in the Particulars) all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Products as may be required by the Purchaser.
- 8.3 Where reasonably practicable not less than fourteen (14) days' notice shall be given to the Purchaser that the Products or any part thereof are ready for inspection and/or testing.
- 8.4 Neither inspection, testing nor acceptance of any of the Products nor any waiver of any rights in respect thereof by the Purchaser shall release the Supplier in any respect from any of its obligations under the Contract or otherwise including without limitation its responsibility for any defects subsequently found in materials and/or workmanship.
- 8.5 Where following testing or inspection any Products appear to be defective, faulty or not in accordance with the Contract the Purchaser shall have the right to reject such Products and the provisions of clause 9 shall apply.
- 8.6 The Supplier shall deliver to the Purchaser certificates of analysis, tests, inspection or origin and information relating to the components, parts or raw materials used in the manufacturing of the Products as may be required by the Purchaser or by Law not later than the delivery of the Products to which they relate.
- 8.7 The Supplier's obligations under the Contract shall not be affected by:
- 8.7.1 any power or duty of the Purchaser or any other third party who has a material interest in the Project to grant or withhold approval of or object to any matter in connection with the Project or to inspect any part of the Site or the Products; or
 - 8.7.2 the grant or failure to grant such approval or the making of or failure to make such objection or any such inspection of or failure to inspect any part of the Site or the Products.

9. MAKING GOOD DEFECTS AND RIGHT OF REJECTION

- 9.1 If at any time prior to the date 12 months after the date of completion of delivery and unloading and (if applicable) installation in accordance with the provisions of the Contract (whichever is the later) the Purchaser or its representatives considers any of the Products or any installation (if applicable) of the Products to be defective in quality of material, workmanship or design and/or to be not in accordance with the Contract the Purchaser may reject any such Products or installation work. In the event of such rejection the

Purchaser shall be entitled to require the Supplier at the Supplier's cost to replace any Products in their entirety or make good such Products and/or installation work by repair or replacement. Following such replacement or rectification the Purchaser shall be entitled to require the Supplier to re-submit to the Purchaser

- 9.2 If the Supplier fails to repair or replace any such Products and/or repair such installation work within a reasonable period of time, the Purchaser shall (without prejudice to any other rights it may have under the Contract) be entitled to procure substitute Products from a third party, or rectify any defects in the Products and/or installation work itself or engage a third party to carry out such rectification. The Supplier shall be responsible for any and all costs, losses, damages and expenses suffered or reasonably incurred by the Purchaser arising from or in consequence of the Supplier's failure to replace any Products or make good any Products and/or installation work.
- 9.3 Where the Purchaser rejects any Products it shall so notify the Supplier in writing and upon issuing such notification, property and risk in any such rejected Products shall revert to the Supplier and the Purchaser shall be entitled to a full refund of the Price relating to such rejected Products if the Purchaser has paid for such Products. If such Products have already been delivered, the Supplier shall make arrangements with the Purchaser for the collection of such Products at the Supplier's own expense.
- 9.4 The Purchaser's rights and remedies under these Conditions are in addition to the rights and remedies available to the Purchaser in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample incorporated into the Contract.
- 9.5 The terms of the Contract shall apply to any repaired or replacement Products supplied by the Supplier.

10. COMPLETION, DELIVERY AND INSTALLATION

- 10.1 The Supplier shall complete, deliver to, unload at and (if applicable) install the Products at the Delivery Address by the Delivery Dates in accordance with these Conditions.
- 10.2 Where the Delivery Date of the Products is to be specified after entering into the Contract, the Purchaser shall give the Supplier reasonable notice of the Delivery Date.
- 10.3 The Supplier shall report any delay or anticipated delay to delivery and/or installation (if applicable) and its cause to the Purchaser as soon as reasonably practicable and shall keep the Purchaser fully informed with dates of anticipated actual delivery and installation and shall use all reasonable endeavours to eliminate and/or reduce such delay or cause of delay.
- 10.4 The Supplier shall provide at its own expense such bar charts, suggested programmes and progress data as the Purchaser shall reasonably request from time to time.
- 10.5 Any of the Products (or any instalment or part of them) ready for delivery before the Purchaser requires delivery shall be stored by the Supplier at its own risk and expense.
- 10.6 Unless otherwise provided in the Contract the Supplier shall be responsible for despatch delivery (including packaging, loading and if so required unloading) to the Delivery Address.
- 10.7 The Products upon delivery shall be accompanied by an advice note showing the Contract number, date of delivery, the quantity, weight and full description of the Products delivered. The Supplier shall upon delivery obtain a receipt for the Products signed by an authorised signatory of the Purchaser
- 10.8 Once the Purchaser has had a reasonable opportunity to inspect the Products following delivery and installation (where applicable) and has not identified any defects or faults in the Products or installation (where applicable), the Authorised Representative shall sign

the delivery note to confirm that delivery has been effected and accepted and installation completed (where applicable). Such acceptance shall however not be construed as confirmation by the Purchaser that the Products delivered are of the correct quality, quantity, specification, materials, design and/or workmanship or that installation is in accordance with the Contract and shall in no way diminish the liability of the Supplier under the Contract.

- 10.9 Where the Contract specifies that the Supplier is responsible for installing the Products, the Supplier shall be responsible for installation of the Products at the dates and times specified in the Contract and such installation or removal will be carried out and completed:

10.9.1 in a good and workmanlike manner;

10.9.2 in accordance with any relevant specification;

10.9.3 using suitably qualified personnel;

10.9.4 in accordance with accepted industry standards; and

10.9.5 in accordance with Law, Requisite Consents and the Purchaser's reasonable on site rules, regulations and requirements from time to time in force.

- 10.10 Where the Contract specifies that the Supplier is responsible for installing the Products, the Supplier shall immediately and at its own cost make good any damage it may cause in the course of installing the Products. The Supplier shall completely remove all rubbish, surplus materials and temporary equipment and clear the surrounding areas.

11. PACKING AND MARKING

- 11.1 Where the Products consist of more than one item of goods then each separate item must be tagged and indelibly marked with the Contract number, if appropriate. All items shall be carefully packed and protected to protect against damage in transit in such a way as to facilitate rational and economical off-loading. All costs of packing, tagging, marking etc are included in the Price and no packaging is returnable by the Purchaser unless otherwise agreed by the Purchaser in writing signed by the Authorised Representative or specified in the Particulars. The Supplier warrants that all packing, packaging and marking complies with all Law.

12. LIENS

- 12.1 The Supplier agrees to waive any right to exercise a lien upon the Products or upon any materials, component parts, work in progress and, relevant drawings and acknowledges that its sole remedy in the event of any breach by the Purchaser of its obligations under the Contract is to seek financial relief through the courts. As and when required by the Purchaser the Supplier shall give a certificate of waiver of lien, and of any other rights over the Products or to any injunctive or performance remedies to the Purchaser or to any third party nominated by the Purchaser.

13. SUSPENSION AND TERMINATION

- 13.1 The Purchaser may instruct the Supplier to suspend Performance at any time and for any reason on reasonable notice. Where Performance has been suspended pursuant to this clause the Purchaser may at any time require the Supplier in writing to resume Performance of its obligations under the Contract in whole or in part and set reasonable new Delivery Dates for delivery of the Products and the Supplier shall as soon as reasonably practicable so resume Performance.
- 13.2 The Purchaser may terminate the Supplier's engagement under the Contract for convenience at any time by giving to the Supplier not less than seven (7) days' prior written notice. On expiry of such notice period, the Supplier's engagement under the Contract will terminate automatically.

- 13.3 In the event of termination under clause 13.2, the Supplier shall be entitled to invoice the Purchaser (to the extent not already invoiced) for all Products delivered to Delivery Address and installation works (if applicable) carried out up to the date of termination and the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the notice of termination in relation to Products not yet delivered. The Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with such termination under clause 13.2 (and, without prejudice to the foregoing, the Purchaser shall not be liable to pay the Supplier any amounts in respect of loss of profit, loss of contract or loss of opportunity).
- 13.4 Without prejudice to the Purchaser's rights under clause 13.2, if any one or more of the following occurs then the Purchaser may give written notice to the Supplier to terminate the Supplier's engagement under the Contract and such termination shall take effect from the date of receipt by the Supplier of such notice:
- 13.4.1 Material Breach by the Supplier; or
 - 13.4.2 a breach by the Supplier of the terms of any of clauses 17 or 18; or
 - 13.4.3 the Supplier fails to progress the Contract at a rate of progress sufficient to meet the Delivery Dates; or
 - 13.4.4 the Supplier refuses or fails to repair, replace or reinstate any defective Products or work; or
 - 13.4.5 the Supplier fails to comply with any Law or Requisite Consents; or
 - 13.4.6 the Supplier is Insolvent.
- 13.5 The Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with termination under clause 13.4 (and shall not be liable to pay any loss of profit, loss of contract, loss of opportunity). The Purchaser shall not be obliged to make any further payment to the Supplier once the Purchaser has given notice of termination under clause 13.4 until the Purchaser has received delivery of equivalent or replacement products to the Product from an alternative supplier or decided that it does not intend to order equivalent products from an alternative supplier. The Purchaser may deduct from any payment to the Supplier which is outstanding and/or to recover from the Supplier all additional costs and expenses which the Purchaser suffers or incurs in ordering and receiving delivery of equivalent or replacement products and any losses and/or damage arising from the termination.
- 13.6 In the event of any termination under clause 13.4, no forbearance whether by allowing an opportunity to rectify such default or breach or otherwise shall constitute a waiver of the Purchaser's rights to terminate. Termination of the Supplier's engagement under the Contract shall not affect the accrued rights and remedies available to either party as at the date of such termination.
- 13.7 If the Purchaser fails to pay any undisputed invoice by the within seven (7) days after the final date for payment, the Supplier may notify the Purchaser in writing. If the Purchaser does not pay the amount of the undisputed invoice by the date which is twenty one (21) days after the date of the Supplier's notice the Supplier may by further notice in writing terminate the Supplier's engagement under the Contract and such termination shall take effect from the date of receipt by the Purchaser.
- 13.8 In the event of termination under clause 13.7, the Supplier shall be entitled to invoice the Purchaser (to the extent not already invoiced) for all Products delivered to Delivery Address and installation works (if applicable) carried out up to the date of termination and the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the notice of termination in relation to Products not yet delivered plus profit thereon.

Save as asset out in this clause 13.8 the Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with such termination under clause 13.7 (and, without prejudice to the foregoing, the Purchaser shall not be liable to pay the Supplier any amounts in respect of loss of profit, loss of contract or loss of opportunity).

- 13.9 In the event of termination pursuant to this clause 13, the Purchaser shall be entitled to request delivery of, and enter the Supplier's premises or any place where the Products are situated in whole or in part and take possession of, the whole or any part of the Products for which payment has been made by the Purchaser and remove the same and title thereto (insofar as the same shall not already be vested in the Purchaser) shall forthwith vest in the Purchaser.

14. TITLE AND RISK

- 14.1 Title and ownership in the Products and/or goods, materials or equipment forming part of the Product shall pass from the Supplier to the Purchaser on the earlier of:
- 14.2 14.1.1 payment by the Purchaser for the Products; and
- 14.3 14.1.2 delivery of the Products.
- 14.4 The risk in the Products shall remain with the Supplier until completion of delivery and unloading and (if applicable) installation in accordance with the provisions of the Contract, whichever shall be later.
- 14.5 All Products and goods, materials or equipment forming part of the Products in which title has passed before delivery shall be:
- 14.5.1 clearly marked by the Supplier as the Purchaser's property and shall be stored separately from the Supplier's property;
- 14.5.2 properly packaged to withstand freight handling and periods of storage as necessary; and
- 14.5.3 insured in joint names with the Purchaser for their full replacement cost with a reputable insurer carrying on business in the United Kingdom and approved by the Purchaser.

15. INDEMNITIES AND INSURANCES

- 15.1 The Supplier shall be liable for and indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of reputation and all interest, legal and other reasonable professional fees, costs and expenses) accrued, suffered or incurred by the Purchaser arising out of or in connection with:
- 15.1.1 personal injury to or the death of any person arising out of or in the course of or caused by the Performance or supply of the Products, except to the extent that the same is due to any act or neglect of the Purchaser;
- 15.1.2 any nuisance or interference with the rights of any third party (including rights of way, light, air or water) that are an avoidable consequence of the Performance or supply of the Products; and
- 15.1.3 any loss, injury or damage to property (real or personal) arising out of or in connection with the Performance or supply of the Products and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Supplier or the Supplier's Persons.
- 15.2 The Supplier shall maintain insurance cover against such liabilities as are referred to below and shall provide to the Purchaser on reasonable request valid certificates of

insurance in respect thereof or such other evidence of insurance as the Purchaser may reasonably require.

- 15.3 The Supplier shall have in force policies of insurance showing adequate cover with such insurers as the Purchaser may approve including:

15.3.1 insurance of the Products for their full replacement cost, such insurance to be maintained up until the point at which the Products have been delivered, unpacked, checked and accepted by and where the Products are being installed by the Supplier, such insurance shall also be maintained throughout the period of installation;

15.3.2 public liability insurance against all damage whether to persons or property belonging to the Purchaser or otherwise and whether occurring during the performance of the Supplier's obligations under the Contract or otherwise with a minimum cover as required under the Framework Agreement for each and every occurrence unless the Particulars specify a higher level of cover, such insurance to be maintained, up until the point at which the Products have been delivered, unpacked, checked and accepted by the Purchaser and where the Products are being installed by the Supplier, such insurance shall also be maintained throughout the period of installation;

15.3.3 product liability insurance with a minimum cover as required under the Framework Agreement for each and every occurrence unless the Particulars specify a higher level of cover, such insurance to be maintained for the period until twelve (12) years after the date on which the Products have been delivered, unpacked, checked and accepted by the Purchaser;

15.3.4 if the Supplier is responsible for design, professional indemnity insurance with a minimum cover as required under the Framework Agreement for each and every claim unless the Particulars specify a higher level of cover, such insurance to be maintained for the period until twelve (12) years after the date on which the Products have been delivered or (where applicable) installed.

- 15.4 The Supplier shall take out and maintain any other insurance which it is required to effect by law or statute and such other insurance which would be effected by a prudent supplier producing similar goods to the Products.

16. EQUALITY AND DIVERSITY

- 16.1 The Supplier shall perform its obligations under the Contract in accordance with:

16.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

16.1.2 any other requirements and instructions which the Purchaser reasonably imposes in connection with any equality obligations imposed on the Purchaser at any time under applicable equality Law;

- 16.2 The Supplier shall take all necessary steps, and inform the Purchaser of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

17. BRIBERY ACT COMPLIANCE

17.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the date of the Contract:

17.2 17.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or

17.3 17.1.2 been listed by any government department or agency as being debarred,

suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 17.4 17.2 During Performance the Supplier shall not:
- 17.5 17.2.2 commit a Prohibited Act and
- 17.6 17.2.3 do or suffer anything to be done which would cause the Purchaser or any of the Purchaser's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 17.7 17.3 In Performance the Supplier shall:
- 17.8 17.3.1 establish, maintain and enforce, and requires that its subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- 17.9 17.3.2 keeps appropriate records of its compliance with the Contract and make such records available to the Purchaser on request; and
- 17.10 17.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Purchaser on request) to prevent it and any Supplier's people or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 17.11 17.4 The Supplier shall immediately notify the Purchaser in writing if it becomes aware of any breach of clause 17.1, or has reason to believe that it has or any of its people or subcontractors have
- 17.12 17.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- 17.13 17.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- 17.14 17.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person or party directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 17.15 17.5 If the Supplier makes a notification to the Purchaser pursuant to clause 17.4, the Supplier shall respond promptly to the Purchaser's enquiries, co-operates with any investigation, and allow the Purchaser to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- 17.16 17.6 If the Supplier breaches Clause 17.4.3, the Purchaser may by notice require the Supplier to remove from Performances any person whose acts or omissions have caused the Supplier's breach.

18. MODERN SLAVERY ACT

- 18.1 The Supplier shall comply and shall ensure that each of its employees, suppliers, sub-contractors, servants and agents shall comply with the Modern Slavery Act 2015.
- 18.2 The Purchaser may terminate the Supplier's engagement under the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 18.
- 18.3 The Supplier shall permit the Purchaser and its third party representatives, on reasonable notice, but without notice in case of any reasonably suspected breach of the Supplier's breach of this

clause 18, to have access to and take copies of the Supplier's records and any other information (or those of the Supplier's Persons) and to meet with the Supplier or Supplier's Persons to audit the Supplier's compliance with its obligations under this clause 18.

19. ADMITTANCE TO PURCHASER'S PREMISES

- 19.1 The Supplier shall submit to the Purchaser details of people who are to be employed by it and its sub-contractors and suppliers to deliver, unload and install the products. The details shall include a list of names and addresses, the capabilities in which they are employed, and other information required by the Purchaser.
- 19.2 The Purchaser may instruct the Supplier to take measures to prevent unauthorised persons being admitted to the Purchaser's Premises.
- 19.3 The employees of the Supplier and its sub-contractors and suppliers shall carry a Purchaser's pass and comply with all conduct requirements from the Purchaser whilst they are on the parts of the Purchaser's Premises identified in the Particulars.
- 19.4 The Supplier shall submit to the Purchaser for acceptance a list of the names of the people for whom passes are required. On acceptance, the Purchaser shall issue the passes to the Supplier. The Supplier shall return each pass to the Purchaser when the person no longer requires access to that part of the Purchaser's Premises or after the Purchaser has given notice that the person is not to be admitted to the Purchaser's Premises.
- 19.5 The Supplier shall not take photographs of the Purchaser's Premises or of work carried out in connection with the Products unless it has obtained the acceptance of the Purchaser.
- 19.6 The Supplier shall take the measures needed to prevent its and its sub-contractors' and supplier's employees servants and agents taking, publishing or otherwise circulating such photographs.

20. LEGISLATION AND OFFICIAL SECRETS

- 20.1 The Supplier shall comply with Law in Performance under the Contract.
- 20.2 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to the Contract. The Supplier shall notify its employees and its sub-contractors and suppliers of their duties under these Acts.

21. CONFLICTS OF INTEREST

- 21.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of its personnel are placed in a position where (in the reasonable opinion of the Purchaser) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its personnel and the duties owed to the Purchaser under the Contract.
- 21.2 The Supplier shall promptly notify and provide full particulars to the Purchaser if such conflict referred to in clause 21.1 arises or may reasonably be foreseen as arising.
- 21.3 The Purchaser may terminate Supplier's engagement under the Contract for Material Breach and/or to take such other steps the Purchaser deems necessary where, in the reasonable opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Purchaser under the Contract.

22. PUBLICITY AND BRANDING

- 22.1 The Supplier shall not:
 - 22.1.1 make any press announcements or publicise the Contract in any way; or
 - 22.1.2 use the Purchaser's name or brand in any promotion or marketing or announcement of

the Contract

without approval of the Purchaser.

- 22.2. The Purchaser is entitled to publicise the Contract in accordance with any legal obligation upon the Purchaser, including any examination of the Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

23. FREEDOM OF INFORMATION

- 23.1 The Supplier acknowledges that unless the Purchaser has notified the Supplier that the Purchaser is exempt from the provisions of the FOIA, the Purchaser is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The Supplier shall cooperate with and assist the Purchaser so as to enable the Purchaser to comply with its information disclosure obligations.

- 23.2 The Supplier shall:

23.2.1 transfer to the Purchaser all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information,

23.2.2 provide the Purchaser with a copy of all information in its possession, or power in the form that the Purchaser requires within five Working Days (or such other period as the Purchaser may specify) of the Purchaser's request,

23.2.3 provide all necessary assistance as reasonably requested by the Purchaser to enable the Purchaser to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

23.2.4 procure that its sub-contractors and suppliers do likewise.

- 23.3 The Purchaser may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

- 23.4 The Supplier shall not respond directly to a Request for Information unless authorised to do so by the Purchaser.

- 23.5 The Supplier acknowledges that the Purchaser may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the Supplier or despite the Supplier having expressed negative views when consulted.

- 23.6 The Supplier shall ensure that all information is retained for disclosure throughout the period for which the Supplier retains liability under the Contract and shall permit the Purchaser to inspect such records as and when reasonably requested from time to time.

24. CONFIDENTIALITY

- 24.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party shall

24.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;

24.1.2 not disclose the other Party's Confidential Information to any other person without prior written consent;

24.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and

- 24.1.4 notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 24.2 The clause above shall not apply to the extent that
- 24.2.1 such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
- 24.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 24.2.3 such information was obtained from a third party without obligation of confidentiality;
- 24.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- 24.2.5 it is independently developed without access to the other party's Confidential Information.
- 24.3 The Supplier may only disclose the Purchaser Confidential Information to the people who are directly involved in Performance and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The Supplier shall not, and shall procure that the Supplier's people do not, use any of the Purchaser Confidential Information received otherwise than for the purposes of the Contract.
- 24.4 The Supplier may only disclose the Purchaser Confidential Information to Supplier's people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Supplier's people causes or contributes (or could cause or contribute) to the Supplier breaching its obligations as to confidentiality under or in connection with the Contract, the Supplier shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Supplier's people, the Supplier shall provide such evidence to the Purchaser as the Purchaser may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Supplier is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Supplier's people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Supplier's people in connection with obligations as to confidentiality.
- 24.5 At the written request of the Purchaser, the Supplier shall procure that those members of the Supplier's people identified in the Purchaser's request signs a confidentiality undertaking prior to commencing any work in accordance with the Contract.
- 24.7 Nothing in the Contract shall prevent the Purchaser from disclosing the Supplier's Confidential Information
- 24.7.1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- 24.7.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Purchaser or any Crown Body (including any benchmarking organisation) for any purpose connected with the Contract, or any person conducting an Office of Government Commerce Gateway Review,
- 24.7.3 for the purpose of the examination and certification of the Purchaser's accounts,
- 24.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources,

24.7.5 for the purpose of the exercise of its rights under the Contract or

24.7.6 to a proposed successor body of the Purchaser in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract,

and for the purposes of the foregoing, disclosure of the Supplier's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Purchaser under this clause 24.7.

24.8 The Purchaser shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Supplier's Confidential Information is disclosed pursuant to the above clause is made aware of the Purchaser's obligations of confidentiality.

24.9 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.

24.10 The Purchaser may disclose the Supplier's Confidential Information

24.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,

24.10.2 to the extent that the Purchaser (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

25. TAX COMPLIANCE

25.1 The Supplier represents and warrants that at the date of the Contract, it has notified the Purchaser in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

25.2 If, at any point prior to the defects date, an Occasion of Tax Non-Compliance occurs, the Supplier shall

25.2.1 notify the Purchaser in writing of such fact within 5 days of its occurrence; and

25.2.2 promptly provide to the Purchaser details of the steps which the Supplier is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and such other information in relation to the Occasion of Tax Non-Compliance as the Purchaser may reasonably require.

26. FAIR PAYMENT

26.1 The Supplier shall include in the contract with each sub-contractor or supplier:

26.1.1 a period for payment of the amount due to the sub-contractor or supplier not greater than 5 days after the final date for payment in the Contract; and

26.1.2 a provision requiring the sub-contractor or supplier to include in each sub-sub-contract the same requirement (except that the period for payment is to be not greater than 9 days after the final date for payment in the Contract).

27. RECORDS, DATA AND OPEN BOOK ACCESS

27.1 The Supplier shall keep and maintain for the period for which the Supplier retains liability under the Contract full and accurate records and accounts of the operation of the Contract including the goods and services provided under it, any subcontracts and the amounts paid by the Purchaser.

27.2 The Supplier shall:

- 27.2.1 keep the records and accounts referred to in clause 27.1 in accordance with Law
- 27.2.2 afford any Auditor access to the records and accounts referred to in clause 27.1 at the Supplier's premises and/or provides records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any Auditor from time to time during Performance and the liability period under the Contract in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its sub-contractors and suppliers of any of the Supplier's obligations under the Contract including in order to:
 - 27.2.2.1 verify the accuracy of any amounts payable by the Purchaser under the Contract (and proposed or actual variations to them in accordance with the Contract);
 - 27.2.2.2 verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with Performance;
 - 27.2.2.3 identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Purchaser has no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 27.2.2.4 obtain such information as is necessary to fulfil the Purchaser's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 27.2.2.5 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources;
- 27.2.3 subject to the Supplier's rights in respect of Supplier's Confidential Information, the Supplier shall provide the Auditor on demand with all reasonable co-operation and assistance in respect of:
 - 27.2.3.1 all reasonable information requested by the Purchaser within the scope of the audit;
 - 27.2.3.2 reasonable access to sites controlled by the Supplier and to any Supplier's equipment used in Performance;
 - 27.2.3.3 access to the Supplier's personnel.
- 27.3 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 27, unless the audit reveals a default by the Supplier in which case the Supplier shall reimburse the Purchaser for the Purchaser's reasonable costs incurred in relation to the audit.
- 27.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Supplier and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Supplier is not a function exercisable under the Contract.

28. DATA PROTECTION

- 28.1 The Purchaser and the Supplier shall comply with the provisions of Schedule 1.

29. WAIVER

- 29.1 Any agreement by the Purchaser to waive any obligation or liability of the Supplier will only be effective if in writing, refers to the Contract and this clause and is signed by the Authorised Representative. Failure to exercise, or any delay in exercising any right or remedy by the Purchaser provided under the Contract or by law shall not constitute a

waiver by the Purchaser of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy by the Purchaser.

- 29.2 Except as expressly set out in clause 29.1, no waiver, forbearance or release by the Purchaser or its employees, servants, suppliers or agents shall in any way derogate, limit or reduce the Supplier's duties and obligations in connection with the Contract.

30. FURTHER ASSURANCES

- 30.1 The Supplier agrees to execute and deliver such documents and instruments and take such further actions as the Purchaser may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of the Contract.

31. SEVERANCE

- 31.1 If any term or condition of the Contract is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable by law it shall be severed and deemed to be deleted from the Contract and the validity and enforceability of the remainder of the Contract shall not be affected or impaired in any way and shall remain in full force and effect. If any provision of the Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

32. NOTICES

- 32.1 Any notice to be given under or in connection with the Contract shall be sent to the relevant party's contact details as referred to in the Particulars or such other contact details as may be notified in writing by either party from time to time. Subject to clause 32.2, a notice is deemed to be received:

32.1.1 if delivered personally, on delivery, provided delivery is between 9.00am and 5.00pm on a Working Day (otherwise, delivery will occur at 9.00am on the next Working Day); and

32.1.2 if sent by Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery, at the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm); and

32.1.3 if sent by email, at 9.00am on the first Working Day after sending.

- 32.2 In the case of a notice given pursuant to this clause 32 where this occurs:

32.2.1 after five (5) p.m. on a Working Day; and/or

32.2.2 on a day which is not a Working Day

- 32.3 then the date of service shall be deemed to be the next Working Day

33. LIMITATION PERIOD

- 33.1 Notwithstanding the manner in which the Contract has been entered into, the statutory contractual limitation period in respect of the Supplier's obligations and liabilities under the Contract shall extend to the expiration of twelve (12) years after the date of completion of Performance and delivery of all Products to the Purchaser under the Contract. For the avoidance of doubt, the provisions of the Limitation Act 1980 (and any subsequent amendment or re-enactment) relating to claims in contract are excluded and do not apply to claims, actions or proceedings by the Purchaser against the Supplier.

34. DISPUTE RESOLUTION

- 34.1 If any dispute arises out of or in connection with the Contract it may be referred by either party to the Senior Representatives who will attempt to resolve it.
- 34.2 Either of the parties may elect (but will not be obliged) to refer a dispute which arises out of or in connection with the Contract to mediation.

35. GOVERNING LAW AND JURISDICTION

- 35.1 The Contract shall be governed and construed in accordance with the law of England & Wales unless otherwise stated in the Particulars.
- 35.2 If stated in the Particulars, differences or disputes of whatever nature arising under the Contract shall be referred to and finally resolved by arbitration.
- 35.3 Unless otherwise stated in the Particulars the English and Welsh courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English or Welsh court judgment or order in another jurisdiction) with regard to all matters arising from it.

SCHEDULE 1

DATA PROTECTION

The following definitions shall apply to this Schedule 1

Agreement : the Contract;

Processor Personnel : means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

36. GDPR CLAUSE DEFINITIONS:

- 36.1 Data Protection Legislation : (i) the GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;
- 36.2 Data Protection Impact Assessment : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- 36.3 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Data Protection Legislation.
- 36.4 Data Loss Event : any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
- 36.5 Data Subject Request : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- 36.6 DPA 2018 : Data Protection Act 2018
- 36.7 GDPR : the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019
- 36.8 Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing
- 36.9 Protective Measures : appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
- 36.10 Sub-processor : any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

37. DATA PROTECTION

- 37.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Purchaser* is the Controller and the *Supplier* is the Processor unless otherwise specified
- 37.2 The only processing that the Processor is authorised to do is listed by the Controller and may not be determined by the Processor.
- 37.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 37.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 37.5 a systematic description of the envisaged processing operations and the purpose of the

- processing;
- 37.6 an assessment of the necessity and proportionality of the processing operations in relation to Providing the Goods and Services;
 - 37.7 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 37.8 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 37.9 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 37.10 process that Personal Data only, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 37.11 ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 37.12 ensure that :
 - (v) the Processor Personnel do not process Personal Data except in accordance with this Agreement
 - (vi) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 37.13 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 37.14 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 37.15 Subject to clause 2.6, the Processor shall notify the Controller immediately if it:
- 37.16 receives a Data Subject Request (or purported Data Subject Request);
- 37.17 receives a request to rectify, block or erase any Personal Data;
- 37.18 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 37.19 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 37.20 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 37.21 becomes aware of a Data Loss Event.
- 37.22 The Processor's obligation to notify under clause 2.5 shall include the provision of further information to the Controller in phases, as details become available.
- 37.23 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- 37.24 the Controller with full details and copies of the complaint, communication or request;
- 37.25 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- 37.26 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 37.27 assistance as requested by the Controller following any Data Loss Event;
- 37.28 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 37.29 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 37.30 the Controller determines that the processing is not occasional;
- 37.31 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- 37.32 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 37.33 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 37.34 Each Party shall designate its own data protection officer if required by the Data Protection Legislation .
- 37.35 Before allowing any Sub-processor to process any Personal Data related to this Agreement,

the Processor must:

- 37.36 notify the Controller in writing of the intended Sub-processor and processing;
- 37.37 obtain the written consent of the Controller;
- 37.38 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- 37.39 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 37.40 The Processor shall remain fully liable for all acts or omissions of any of its Sub- processors.
- 37.41 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 37.42 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 37.43 Where the Parties include two or more Joint Controllers as identified in Schedule [X] in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex A - Part 2: Schedule of Processing, Personal Data and Data Subjects Schedule [X] Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]
- 2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Supplier is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the goods and services to the Purchaser.
Duration of the processing	Only for the duration of the contract
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination

	<p>or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose is solely to enable the Processor to deliver the contract to the Purchaser</p>
Type of Personal Data being Processed	name, address, telephone number, e mail address
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ Purchasers, suppliers, users of a the supplier's website etc.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data shall be retained only for the duration of the contract and thereafter shall be destroyed,

SCHEDULE 2

SERVICE LEVELS

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Critical Service Failure"	evidence of a Service Level Performance of less than 75% on any one Service Level Performance Measure.
"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"	Means a maximum of 5% of service charges on any one performance indicator and 10% of services charges on all Service Level Failures.
"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.
"Service Period"	Shall be a calendar month during the Call Off Contract Period.

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

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 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.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

- a) exceeds the relevant Service Level Threshold;
- b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- c) results in the corruption or loss of any Government Data; and/or
- d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 13 of these Terms (Suspension and Termination).

2.5 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:

2.5.1 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;

2.5.2 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

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 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 3 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

1. Service Levels

If the level of performance of the Supplier:

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

1.2 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:

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).

2. Service Credits

2.1 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.

2.2 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: Service Levels and Service Credits Table

KPI Number	Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
KPI 1	Delivery on time (core stock) Standard Delivery	This is 'core stocked products' delivered within 4 working days of order or by requested date with customer if later than 4 days.	98%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold minus 3%, multiplied by 0.1% of the Service Charges in the relevant Service Period	Yes
KPI 2	Delivery on time (core stock) Express Delivery	This is 'core stocked products' with requested express delivery' 98% delivered within 2 working days of order	98%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold minus 3% multiplied by 0.1% of the Service Charges in the relevant Service Period	No
KPI 3	Quality of Goods	meet required Quality. Measured on returned due to fault or not meeting specification.	99%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold, multiplied by 0.1% of the Service Charges in the relevant Service Period	Yes

KPI Number	Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
KPI 4	Order accuracy	% of orders to be accurate. Measured on returns due to supplier error.	99%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold minus 4% multiplied by 0.1% of the Service Charges in the relevant Service Period	No
KPI 5	Stock Control	Core 'stocked' products, % available of orders, measured by those that have gone onto back order due to no stock. .	99%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold minus 4%, multiplied by 0.1% of the Service Charges in the relevant Service Period	Yes
KPI 6	Social Value – Recycling materials	The supplier must demonstrate a 5% increase in the amount of recyclable product packaging, including that used by product manufacturers and any transit carriers, in use across the supplier's product range in each year of the contract up to a maximum of 100%	5%	Service Credits will not be applied to performance at or above 95.00% Service Credit will be gained for each percentage under the specified Service Level Threshold, multiplied by 0.1% of the Service Charges in the final month of each year of the contract.	Yes

For the avoidance of doubt, Service Credits will not be applied on KPI's 1,2,4,5 where Service Level Performance is at or above 95.00%, in the alternative, the Supplier will be required to provide a Rectification Plan to prevent recurrence of the same failure.

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

Example:

Formula: % Service Level Performance Measure – tolerance to 95%- % actual Service Level performance	=	X% performance deficit x 0.1% of the Charges in the relevant Service Period payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98%-3% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level-3% tolerance) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	20 x 0.1% of the Charges in the relevant Service Period payable to the Buyer as Service Credits to be deducted from the next Invoice of £100,000 payable by the Buyer. = $20 \times (100,000 \times 0.001) = 20 \times 100 = £2000$ service credits to be deducted from the invoice.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales contained in paragraph 6.4 of the MOJ PPE Specification which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 1.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 1.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 1.1.3 details of any Critical Service Level Failures;
- 1.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.1.5 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
- 1.1.6 such other details as the Buyer may reasonably require from time to time.

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

- 1.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.2.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 1.2.3 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.

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

1.4 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.

2. Satisfaction Surveys

2.1 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.

3. Rectifying issues

3.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

- (a) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a root cause analysis;
 - (ii) the actual or anticipated effect of the Default; and
 - (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where

applicable).

3.2 When the Buyer receives a requested Rectification Plan it can either:

- a) reject the Rectification Plan or revised Rectification Plan giving reasons; or
- b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- a) will give reasonable grounds for its decision; and
- b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

Schedule 3 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"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 6.3 of this Schedule;

2. BCDR Plan

- 2.1 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 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 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.

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

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 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;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 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;

- 3.1.5 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;
- 3.1.6 contain a risk analysis, including:
 - a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 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;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 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.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 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.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the 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.

4. Business Continuity (Section 2)

- 4.1 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 remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 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
 - 4.1.2 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.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 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;

- 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 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;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 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 any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 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 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.

- 6.3 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.
- 6.4 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.
- 6.5 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 required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 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 borne by the Supplier.
- 7.3 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.
- 7.4 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 Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 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 shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 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. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 24 (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.

APPENDICES

APPENDIX 1 – INVITATION TO TENDER INSTRUCTIONS FOR BIDDERS

Invitation to Tender

Instructions to Bidders

PERSONAL PROTECTIVE EQUIPMENT (PPE) 2023 – 2026

PROJECT REFERENCE NUMBER: PRJ_10140

Object Reference Number: ITT_7250

Additional Client User Agreement (ACUA) Number BME-23813-2023

GLOSSARY

Agreement Framework	The contract between the Authority and the suppliers awarded a place on the Framework
Authority	The Ministry of Justice
Bidder	An organisation which is invited to submit a Tender
Certificate	The certificate of bona fide tendering
Consortium	A group of organisations set up or to be set up to supply the Authority's requirements which is not an SPV
EIR	Environmental Information Regulations 2004
EU	European Union
FOIA	Freedom of Information Act 2000
Framework	The framework of suppliers being procured by the Authority using the ITT
FTS	Find a Tender Service
GSC	Government Security Classification
ITT	Invitation to Tender
Jaggaer	The Authority's eSourcing Portal
MEAT	Most Economically Advantageous Tender
PIN	Prior Information Notice
Regulations	Public Contract Regulations 2015 (as amended)
Tender	A proposal submitted in response to the ITT
Timetable	The timetable for the procurement set out in section 4 of these instructions
TUPE	Transfer of Undertakings (Protection on Employment) Regulations 2006 (as amended)

General Information

- 1.1 The ITT is being sent to Bidders who responded to the SQ and who the Authority identified as being capable of delivering the Authority's requirements based on their technical or professional ability and their economic and financial standing.
- 1.2 These instructions set out the:
 - i) conditions of participation by Bidders;
 - ii) instructions explaining how Bidders should submit their Tenders; and
 - iii) how Tenders will be evaluated.
- 1.3 An expression of interest document was issued to suppliers on lot 7 of Framework RM6157 on 9th February 2023. The deadline for its return was 17th February 2023.

- 1.4 The Authority does not guarantee to award any call-off contracts using the Framework and may purchase similar goods and/or services from suppliers not awarded a place on the Framework.
- 1.5 If the Authority does decide to award a call-off contract using the Framework it will follow the call-off procedure set out in the Agreement.
- 1.6 The Authority is managing this procurement in accordance with its general obligations under EU law and specifically in accordance with the Call Off procedure set out in Framework RM6157.
- 1.7 The Authority intends that the procurement will comply with the principles of open and transparent competition, equal treatment, non-discrimination and proportionality and will achieve value for money for the Authority.
- 1.8 These instructions, together with the specification and all other information and documents to which they refer, are designed to ensure that all Tenders are given equal and fair consideration. It is important, therefore, that you provide all the information required in the format and order specified.
- 1.9 Bidders should read these instructions carefully to ensure they understand them and the conditions of participation before submitting their Tenders.
- 1.10 Bidders should ensure that all members of their bid teams as well as advisors are familiar with these instructions.
- 1.11 The ITT comprises these instructions and:
 - i) the specification of requirements, as well as Framework RM6157's service specification and technical specification.
 - ii) the RM6157 Materials Supply and Install Conditions Longer Form;
 - iii) the form of tender.
 - iv) the evaluation criteria.

2. Conditions

- 2.1 By submitting a Tender, Bidders agree to be bound by these conditions.
- 2.2 Subject to the Regulations, the Authority may at any time amend the ITT, suspend or terminate the procurement or procure the Framework by other means.
- 2.3 If the Authority amends the ITT or any other related documents it:
 - i) will inform all Bidders simultaneously via Jaggaer;
 - ii) will assume all Bidders have taken account of the amendments when submitting their Tenders; and
 - iii) may, at its sole discretion, amend the Timetable.
- 2.4 Bidders should answer all questions as accurately and concisely as possible. Bidders are solely responsible for ensuring that their Tenders are free from error.
- 2.5 The Authority has no liability to Bidders arising from any errors in their Tenders or if the Authority does not identify or notify a Bidder of an error in its Tender.
- 2.6 Tenders will be checked for completeness and compliance with these instructions. The Authority may reject Tenders which are substantially and materially incomplete, non-compliant, inconsistent or vague.
- 2.7 Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Tenders and any further stages of the procurement. Under no circumstances

(including circumstances where the Authority cancels or varies the procurement) will the Authority or any of its advisers be liable for any costs or expenses borne by the Bidders or their advisers.

- 2.8 If Bidders are required to submit or demonstrate samples of their products for testing by the Authority, the cost of those samples and demonstrations will be borne by the Bidders.
- 2.9 Tenders must be completed and submitted in their entirety via Jaggaer by the deadline set out in the Timetable.
- 2.10 By issuing the ITT the Authority is not bound in any way and does not have to accept any Tender.
- 2.11 Bidders who offer an inducement of any kind in relation to obtaining this or any other contract with the Authority will be disqualified.
- 2.12 Bidders must:
- i) confirm that they have read and accept their undertakings and obligations under the Certificate; and
 - ii) sign and upload a copy of the Certificate to Jaggaer
- or they will be disqualified from the procurement.
- 2.13 Tenders must remain valid and capable of acceptance for 180 days from the closing date for receipt of Tenders.

Variant Tenders

- 2.14 Variant Tenders will not be accepted.

Freedom of Information and Confidentiality

- 2.15 If a Bidder considers part of its Tender is commercially sensitive, it should inform the Authority via Jaggaer and:
- i) clearly identify such information as commercially sensitive;
 - ii) explain the potential implications of disclosure of such information; and
 - iii) provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 2.16 If a Bidder identifies information as commercially sensitive in accordance with paragraph 2.15, the Authority will try to maintain confidentiality over it. However, notwithstanding the Bidder has identified information as commercially sensitive, the Authority:
- i) is subject to the FOIA and the EIR and all information supplied to it may be disclosed in response to a request made pursuant to the FOIA or the EIR;
 - ii) may be required to publish information in the OJEU in accordance with EU Directives or elsewhere in accordance with the requirements of Government policy on the disclosure of information relating to government contracts;
 - iii) as part of the debriefing process following the procurement, shall disclose the characteristics and relative advantages of the successful Bidder, in addition to the qualitative evaluation scores achieved by the successful Bidder;
 - iv) may disclose the content of any references sought from banks, existing or past clients, or other referees submitted by the Bidder to the Crown Commercial Service and/or other contracting authorities (as defined in the Regulations); and
 - v) may disclose within Government any Tender documents or information contained in them.

- 2.17 All information supplied by the Authority to Bidders must be treated in confidence (unless already in the public domain) and must not be disclosed to third parties other than as is necessary for the purposes of preparing a Tender.
- 2.18 The Government requires that contracts with a total value exceeding £10,000 are published online at www.gov.uk/contracts-finder. The Authority may, at its sole discretion, redact some sections to protect commercially sensitive information or other information which it considers inappropriate to publish. The successful Bidder may specify information it wishes to be redacted in the Commercially Sensitive Information schedule of the Agreement.

Bidder Clarification Questions

- 2.19 Bidders may ask questions and request clarification of any aspect of the procurement via Jaggaer using the following format:
- i) Bidder name;
 - ii) date submitted;
 - iii) document name and reference number or title; and
 - iv) details of the question or section requiring clarification.
- 2.20 All clarification questions must be received in Jaggaer by the clarification deadline in the Timetable.
- 2.21 Subject to paragraphs 2.22 and 2.23, to ensure that all Bidders have equal access to information about the procurement, the Authority will publish clarification questions and answers on Jaggaer. The name of the Bidder who submitted the question will not be published.
- 2.22 If a Bidder considers its question to be commercially sensitive, it must clearly mark it as such, citing the reasons why the question is commercially sensitive.
- 2.23 The Authority will consider the Bidder's clarification question and decide whether it is appropriate to disclose the question and the Authority's answer to other Bidders. If the Authority decides that the clarification question is not commercially sensitive and/or answering the question is appropriate to all Bidders and is in the best interests of good administration, equal treatment and transparency, the Authority may publish its answer to the clarification question to all Bidders. The Authority's decision on this point is final.

Conflicts of Interest

- 2.24 The Authority is required to prevent conflicts of interest occurring in the procurement and may disqualify Bidders if an actual or potential conflict of interest occurs in connection with the procurement which cannot be satisfactorily avoided or mitigated. The Authority may disqualify any Bidder which attempts (or whose advisors attempt) to influence the procurement in any way. Specifically, Bidders shall not directly or indirectly at any time:
- i) devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provide of finance;
 - ii) enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any other person to effect changes to the form or content of any other Tender;
 - iii) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
 - iv) canvass the Authority or any of its employees or agents in relation to the procurement;
 - v) attempt to obtain information from any of the Authority's employees, agents or advisors

concerning another Bidder or Tender.

2.25 Bidders shall take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising:

- i) between the Bidder and its advisors, and the Authority and its advisors; and
- ii) where the Bidder, any person employed by the Bidder or with a legal connection to the Bidder, is or may be, involved in the preparation of the Tender of another Bidder

and the Authority may disqualify from the procurement any Bidder which fails to comply with the requirement of this paragraph 2.25.

Changes to Tenders

2.26 Bidders must notify the Authority of any changes in their Tender as soon as reasonably practicable. Full details of the change should be given to the Authority.

2.27 The Authority may require Bidders to complete a new Tender, taking account of the changed circumstances, after it has been notified of the changes. The Authority may disqualify Bidders at any time during the procurement if the notified changes mean that they would not have been invited to participate in the procurement.

Right to Confirm or Request Updated Information

2.28 The Authority may require Bidders to confirm that their Tender remains accurate at any stage of the procurement and/or to request updated SQ information in order to confirm that Bidders remain qualified and to take the appropriate action should that no longer be the case.

Information Provided by the Authority

2.29 The information provided by the Authority in the ITT ("**Information**") is provided in good faith but does not purport to be accurate, complete and exhaustive and has not been independently verified.

2.30 Bidders should not rely on the Information and should carry out their own due diligence to verify the accuracy of the Information.

2.31 The Authority (including its directors, officers, employees, agents and advisers) does not:

- i) warrant the accuracy or completeness of the Information;
- ii) accept any responsibility for the fairness, accuracy or completeness of the Information; and
- iii) is not liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of Bidders' reliance on the Information.

2.32 The Information is intended to be a preliminary background explanation of activities and plans and is not intended to form the basis of any decision taken by Bidders on whether to enter into any contractual relationship with the Authority.

2.33 Only the express terms of the Agreement and the parent company guarantee (if required) will have any contractual effect in connection with the matters to which they relate.

2.34 Relevant information in the ITT, and the successful Tender, any variation of them and any relevant correspondence or information may be incorporated in the Agreement.

Change of Control and Information Provided in Tenders

2.35 If, at any time:

- i) a change in the structure, control, composition or membership of a Bidder occurs; or
- ii) a material change in the Bidder's economic and financial standing occurs

the Bidder must inform the Authority via Jaggaer immediately, and the Authority may re-evaluate the relevant Tender or deselect the Bidder based on an assessment of the new information.

Security Classifications

- 2.36 Bidders should be aware of the GSC scheme and identify any potential effects in their Tender because the protective marking and applicable protection of any material passed to, or generated by, Bidders during the procurement or pursuant to the Agreement awarded as a result of the procurement will be subject to the GSC. The link below to the Gov.uk website provides information on the GSC:
<https://www.gov.uk/government/publications/government-security-classifications>

Contract

- 2.37 A Tender is an offer to enter into the Agreement on the terms of the contents of the Tender and shall be capable of acceptance by the Authority but notification of an award decision does not constitute acceptance by the Authority of any Tender.
- 2.38 Bidders must not submit their own terms and conditions and amendments to the Agreement will not be considered.
- 2.39 The Authority intends to enter into a single Agreement with the winning Bidder who achieves the highest score in accordance with the evaluation criteria set out in paragraphs 6 and 7 below.
- 2.40 Some of the schedules in the Agreement are currently blank because the information they will contain will be provided by the successful Bidder as part of its Tender and will be incorporated into the Agreement prior to execution.

Parent Company Guarantee

- 2.41 The successful Bidder may be asked to provide a parent company guarantee or equivalent security based on the Authority's due diligence questions.

TUPE – Not Used

- 2.42 Bidders should determine whether or not they believe TUPE may apply if they are awarded a call-off contract under the Agreement. Notwithstanding this, the Authority's view is that TUPE is unlikely to apply if a call-off contract is awarded, although the Authority is not liable for this opinion.
- 2.43 The Authority may wish to satisfy itself that Tenders are responsibly calculated and take full account of any likely TUPE obligations.
- 2.44 Bidders who take a different view on TUPE should advise the Authority, giving the reasons as soon as possible and no later than one week prior to the Tender submission date in the Timetable.

Welsh Language

- 2.45 Bidders should be aware that if the contract delivers a service to members of the public in Wales, then the bidder must comply with and fully understand their contractual obligations regarding the Welsh Language Scheme. Full details can be found here:

www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme

3. Instructions

- 3.1 The Authority is using Jaggaer for this procurement which means the ITT is available only in electronic form.
- 3.2 Bidders:
- i) should read these instructions carefully before submitting their Tender. Bidders are responsible for ensuring they have submitted a complete and accurate Tender and that numbers quoted are arithmetically correct;
 - ii) must provide all the information asked for in the format and in the order specified;

- iii) must complete their Tenders in English;
- iv) must ensure that their Jaggaer registration directly relates to the part of their organisation that submits the Tender;
- v) should try to avoid submitting their Tenders in the last minutes before the deadline in case there are connection problems which may mean the deadline is missed;
- vi) when using Jaggaer save progress frequently because, for security reasons, access to Jaggaer will 'time out' if inactive for circa 15 minutes (note: typing does not mean you are active on Jaggaer);
- vii) ensure that 'pop ups' are not blocked on the browser because Jaggaer will issue notifications via 'pop ups';
- viii) ensure Tenders are "submitted" when complete because they will not be visible to the Authority if not;
- ix) not use the 'Back' or 'Forward' buttons on the browser because work could be lost. Use the links in Jaggaer to navigate through the Tender;
- x) should allow sufficient time to submit their Tender, allowing time for a final check to be undertaken prior to the submission deadline because it is not possible to upload any further information afterwards. IT problems with Bidders' systems will not be considered reasonable grounds for late submission; and
- xi) may submit, modify and resubmit Tenders in Jaggaer at any time prior to the submission deadline but Tenders cannot be modified after the submission deadline.

3.3 Unless otherwise stated in the ITT or in writing by the Authority, all communications between the Authority and Bidders (including their sub-contractors, consultants and advisers) during the procurement must be made using Jaggaer. The Authority will not respond to communications by other means and Bidders should not rely on communications from the Authority unless they are made through Jaggaer.

3.4 Bidders must provide full contact details of a person whom the Authority may contact in relation to this procurement. This person should be able to answer questions regarding the Tender and act on behalf of the Bidder.

3.5 If the Authority changes the settings and questions area of a live procurement, Bidders may receive a message in Jaggaer informing them of the changes. Usually this will not mean Bidders have to re-enter their responses but sometimes they may have to.

3.6 Where a Consortium is submitting a Tender, one of the organisations must be nominated as the lead supplier (the "**Lead Supplier**") responsible for coordinating submission of the Consortium's Tender and corresponding with the Authority.

3.7 All Tenders must be received by the Authority by the submission deadline shown in the Timetable.

3.8 Tenders received after the submission deadline will usually be rejected by the Authority. The decision whether to reject a Tender received after the deadline is entirely at the Authority's discretion.

3.9 Any queries regarding Jaggaer should be sent to the Authority's Central Support Team (Mon – Fri 08:30 – 17:00) by calling 0845 0100 132 or by emailing: esourcing@justice.gsi.gov.uk.

Inputting Information

3.10 Jaggaer relies on the completion of two "envelopes" which will contain all the information the Authority requires to evaluate the Tenders. All information should be uploaded in accordance with the instructions into the relevant envelopes on Jaggaer.

3.11 The envelopes are:

- i) the Technical Envelope – used for evaluation of the technical aspects of the Tender; and
- ii) the Commercial Envelope – used for evaluation of the financial aspects of the Tender.

3.12 Bidders should answer questions in the same order as they appear on-screen. If supporting information is required, Bidders should use the following naming convention and refer to the attachment in their response (where possible):

[Bidder Name]- [ITT Question Number]

3.13 Bidders must comply with the word and/or page count limits specified in the evaluation questions. If a response exceeds the specified limit only the information within the limit will be evaluated.

3.14 Bidders must:

- i) ensure that any attachments submitted to support their responses are created in Microsoft (MS) applications that can be read on MS Office Standard Edition 2003 for MS Word, MS Project, MS PowerPoint and VISIO or are in Adobe Reader 9.0;
- ii) ensure that any attachments created in MS Excel to support their Tender are submitted in MS Excel Version 2003 format only;
- iii) ensure that each attachment has an appropriate heading that follows the naming convention set out in paragraph 3.12 and clearly identifies the question to which it relates;
- iv) follow the onscreen instructions on Jaggaer to submit the electronic copies of completed questions; and
- v) in the absence of an express requirement or express prohibition regarding the nature of attachments, only attach graphs, pictures, tables and certificates and these must be clearly identified within the text response with the document reference.

3.15 Tables, graphs and charts are allowed as part of Tenders but they will count as part of the allocated word/page limit. If they are embedded separately they will not be evaluated.

3.16 Tenders must be submitted using Arial font size 12, in black typeface including where information is tabulated, except in illustrative screen shots, graphs and charts. Any text must still be legible when the document is viewed at 100%.

3.17 Whilst Jaggaer allows for large individual attachment sizes (max 50mb at a time), it is recommended that attachments are kept to a manageable size to ensure ease and speed of access. Bidders should only attach documents that the Authority has requested and should make sure that they are attached in the correct area.

3.18 Where a question requires the upload of a document, that document must be completed in the format specified within the question. Files submitted in any other format will not be evaluated.

3.19 Where applicable, responses must not exceed the pre-set margins and space allocation.

3.20 Bidders must answer the questions without reference to general marketing or promotional material. Publicity brochures will not be evaluated.

3.21 Bidders should not refer to responses given elsewhere but should repeat information if necessary.

3.22 All acronyms and abbreviations, if used, must be fully explained the first time that they are used in each individual question.

4. Procurement Timetable

4.1 The procurement timetable is given below but may be changed by the Authority at any time.

Activity	Date
Tender issue	22/03/23
Clarification question submission period	22/03/23 – 07/04/23
Tender submission deadline	12 noon 12/4/23
Tender validation	12/04/2023-14/04/2023
Tender evaluation	17/04/2023-21/04/23
Tender moderation	25/04/23
Award decision	05/05/23
Voluntary standstill period	08/05/23 – 15/05/23
Contract signature	19/05/23
Contract mobilisation	22/05/23 – 30/06/23
Contract start	01/07/23

- 4.2 Any changes to the Timetable will be made in accordance with the Regulations and Bidders will be informed via Jaggaer of any changes.

5. The Technical Envelope

Bidding Model

- 5.1 This section is used to understand the nature of the Bidder's proposed supply chain. Whilst this section is not scored, Bidders may be excluded if they provide insufficient or false information.

5.2 Subject to paragraph 5.4, Bidders must:

- i) name their proposed sub-contractors and other key parts of the supply chain;
- ii) identify which parts of the requirements will be delivered by which parties in the supply chain;
- iii) what proportion of the requirements will be delivered by which parties in the supply chain; and
- iv) clearly identify in response to any question, when it is relying on a sub-contractor, the name of the sub-contractor and explain the sub-contractor's capability and experience as the context of the question requires.

5.3 The Authority recognises that the supply chain is subject to change and may not be finalised until a later date. However, Bidders should inform the Authority immediately of any changes to their proposed supply chain. The Authority may disqualify a Bidder based on its evaluation of the updated information if the new supply chain does not satisfy the selection criteria.

5.4 The Authority does not require all sub-contractors to be disclosed, only those who directly contribute to the Bidder's ability to meet its obligations under the Agreement. There is no need to specify those sub-contractors providing general services to the Bidder (such as window cleaners, lawyers, desktop software providers etc.) who indirectly enable the Bidder to provide the requirements.

Health and Safety

5.5 This section allows Bidders to self-certify that they have an adequate health and safety policy.

5.6 The Authority may exclude a Bidder who has received an enforcement/remedial order in relation to health and safety in the past three years. Bidders may submit mitigating factors and the Authority will consider whether they adequately address the risk exposed by a 'yes' answer. UK employers with fewer than five employees are not required by law to have a health and safety policy so Bidders in this category will not be excluded for this reason.

Cyber Essentials

5.7 Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in Government contracts. Information, systems, equipment and processes must be protected and Government suppliers must provide an appropriate level of security. If Bidders answer 'no' to either of these questions they will be excluded from the procurement.

Qualitative Scoring Methodology

5.8 The Technical questions enable the Authority to assess the Tender's technical quality. The responses to the qualitative questions in the Technical Envelope will be evaluated and independently scored by a panel of subject experts, using the scoring scale set out below:

Score	Assessment	Interpretation
100	Excellent	Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required. Evidence identifies factors that will offer significant added value.
80	Good	Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required. Evidence identifies factors that will offer some added value.
60	Acceptable	Satisfies the requirement. Demonstration by the bidder of the relevant ability, understanding, experience, skills,

Score	Assessment	Interpretation
		resource and quality measures required.
40	Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations about the bidder's relevant ability, understanding, experience, skills, resources and quality measures required.
20	Serious Reservations	Major reservations and serious concerns about the bidder's relevant ability, understanding, experience, skills, resources and quality measures required.
0	Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the bidder has the relevant ability, understanding, experience, skills, resources and quality measures required. Little or no evidence to support the response.

All evaluators' scores will be reviewed collectively by the panel, and moderated to reach a consensus score.

Qualitative Evaluation Criteria

- 5.10 Tenders will be evaluated under the headings shown in the table below. The criteria, sub-criteria and weightings attributable to each of the criteria are also given.

Section 1: Supplier Information	Section Weighting: 0%
<p>1.1 Please provide your contact details for enquiries about this RFI. You should include:</p> <p style="text-align: center;">Name: Postal Address: Country: Phone: Mobile: E-mail:</p>	Pass/Fail
Section 2: Declaration	Section Weighting: 0%
2.1 Please confirm that you have read, understood and can adhere to the attached tender documents, in particular the proposed Instructions for Tendering and Evaluation Methodology.	Pass/Fail
2.2 Please confirm that you have read and that you accept your legal requirements under the Certificate of Bona Fide Tendering, and that you have uploaded a signed copy to this question.	Pass/Fail
2.3 Please confirm you have completed, signed and uploaded your declaration (Form of Tender), detailing the completed sections that form your submission.	Pass/Fail
Section 3: Assurance of Supply and Inventory Management	Section Weighting: 25%
3.1 Please describe your proposed service delivery model to meet the requirements of the contract, particularly considering the multi-site nature of the requirement with all orders being placed on an ad hoc basis.	20% of section 3
3.2 Please detail your proposed Stock Level Control Methodology. This should include details of inventory control methods of other supply chain members.	40% of section 3
3.3 In the event that you anticipate being unable to provide the goods in line with the requirements of the contract, please detail what contingency plans you would propose to prevent complete stock outs and what communication there would be with the customer. This should include delays at both manufacture or at delivery level. The supplier should submit details of contingency planning, including problems with individual product manufacturing plants, loss of existing stock, failure of logistical function or loss of branch/depot/warehouse as applicable.	40% of section 3
Section 4: Logistics and Delivery	Section Weighting: 25%
4.1 Please provide a description of the logistics model to be utilised in the delivery of the contract. This should include whether they are operated by you or a third party and if so who, locations, type, size and loading equipment. You should also detail the consignment type allowed by each e.g. pallets, cartons, stillages, etc.	20% of section 4

4.2 Please provide details of the delivery lead times that you are able to commit to for all contracted goods. Please explain how you will ensure that the lead times you propose as part of your solution will be met.	30% of section 4
4.3 How would you implement the products and services as detailed in the product specification/pricing document? Your answer should include an outline 'Implementation Plan', with details of how you would manage risk, the contingency measures you would put in place, suggested milestones, authority dependencies and target milestone dates.	50% of section 4
Section 5: Contract Management	Section Weighting: 40%
5.1 Please confirm how you will ensure your proposed products will comply with the stated minimum Standards and/or Safety Ratings. Please also describe your methodology for providing evidence of product conformity upon request.	15% of section 6
5.2 Please outline the proposed process for dispute resolution, to include the completion of late, missing or outstanding orders, late payment and incorrect invoices and the issue of credit notes.	10% of section 6
5.3 Please provide details of the proposed returns procedure for faulty or mis-picked goods, including timescales.	5% of section 6
5.4 Please indicate the personnel designated to support this service and their roles and responsibilities, should you be successful. This should include details of customer service helpline, product category teams, finance, I.T and contract manager(s).	25% of section 6
5.5 Please detail your contingency plans should a large increase in orders arise. This should include details of available flexible staff resource and product sourcing. You should address both seasonal/temporary increases from MoJ and also permanent increases e.g. MoJ arms length bodies suddenly increasing their demand.	15% of section 6
5.6 Please provide details of your sourcing strategy, should the Authority require additional products or alternate products to be made available. Examples may include requirements for vegan alternatives or uncommon size requirements. Responses should include any links with product manufacturers, overseas sourcing and bespoke packaging options.	15% of section 6
5.7 Please explain what measures you will put in place to monitor and report performance under the contract.	15% of section 6
Section 6: Social Value	Section Weighting: 10%
6.1 Please detail your proposals to minimise environmental impact through the term of the contract.	60% of section 7
6.2 Please provide information on Environmental Initiatives currently in place within your organisation (e.g. economic delivery schedules, sustainable sourcing etc)	40% of section 7
Section 7: Commercial	Section Weighting: 0%

7.1 Please can you confirm that you have completed the pricing matrix. This question will not be marked, however the pricing submission will carry a 40% weighting to your bid.	Pass/Fail
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The result from this activity will be the 'Quality Score'.

6. The Commercial Envelope

6.1 The Bidder's pricing proposal should be included in the Commercial Envelope as part of question 8.1. The attachment 'PPE Product Specification and Pricing Submission' is contained within the 'Attachments' section on Jaggaer. Bidders must submit prices for all items listed, failure to do so may, at the Authority's discretion, result in a bid being deemed non-compliant and consequently disqualified. Where this discretion is not exercised, the Authority may evaluate all bids excluding the missing item(s).

Price Evaluation Methodology

6.2 The Bidder offering the lowest total price will receive the highest score of 100% for the commercial envelope. All remaining bids shall then receive a score that is equivalent to the percentage difference from the lowest scored bid. For example:

If the lowest total bid equals £800,000 (Bidder 1), and the second lowest bid equals £830,000 (Bidder 2):

Bidder 1 shall receive a price score of 100%.

Bidder 2 shall receive a price score of 96.32%, as their total price is 3.68% more than Bidder 1.

7. Award

7.1 The successful Bidders will be the ones that submit the Most Economically Advantageous Tender (MEAT) in accordance with the criteria set out below. MEAT means the Authority will take account of the best price quality ratio.

7.2 Bidders' quality scores will be weighted by 60% to give their final mark and ranking, whilst bidders' commercial scores will be weighted by 40% to give their final mark and ranking.

7.3 The successful Bidder will be the one who obtains the best overall score from the evaluation process.

Notification of Award

7.4 The Authority will notify each Bidder of its award decision via Jaggaer.

7.5 The Authority intends to apply a standstill period of 10 calendar days starting on the day following the date on which the notification of the award decision is sent to Bidders. The Authority will not execute the Agreement before the expiry of the standstill period.

7.6 Together with the notification of the outcome of the procurement, all Bidders will be given a written debrief which will include: the award criteria; the Bidder's score; the names of the successful Bidders; the scores of the successful Bidders and the characteristics and relative advantages of the successful Bidders.



MINISTRY OF JUSTICE SPECIFICATION DOCUMENT

The Supply of Personal Protective Equipment & Safety Wear

REF PRJ_10140

Additional Client User Agreement (ACUA) Number **BME-23813-2023**

1.0 INTRODUCTION

1.1 Overview

The Ministry of Justice (MoJ) works to protect the public and reduce re-offending, and to provide a more effective, transparent and responsive criminal justice system for victims and the public. It also provides fair and simple routes to civil and family justice.

MoJ has responsibility for different parts of the justice system – the courts, prisons, probation services and attendance centres. It works in partnership with the other government departments and agencies to reform the criminal justice system, to serve the public and support the victims of crime.

The Ministry of Justice (MoJ) uses Personal Protective Equipment & Safety Wear (PPE) across its business units, predominantly through His Majesty's Prison and Probation Service (HMPPS) within the prison estate to protect both prison officers on the job and also prisoners and staff working within the Public Sector Prison Industries (PSPI).

The goods are required nationally, and deliveries made to MoJ locations across England and Wales to include approximately 104 public prisons, 650 courts and a number of other locations. The large majority of orders are generated by HM Prison establishments, which have high usage and the capacity for a small level of stock storage. Wider MoJ locations will most likely order smaller volumes on an ad hoc basis.

1.2 Purpose

The purpose of this document is to provide an overview specification for the Supply of PPE & Safety Wear for the Ministry of Justice. The information contained within this document forms the basis of the criteria against which the Supplier performance will be measured.

This specification relates to Find a Tender notice 2021/S 000-004774, a Crown Commercial Services (CCS) framework – Building Materials and Equipment (RM6157), of which this agreement shall be called off from.

1.3 Resultant Contract

The scope of this mini competition is to put in place a 'one stop shop' provider to cover all PPE requirements across the MoJ and its associated bodies.

The call off contract awarded as a result of this mini competition will be for a term of three (3) years with the potential of an extension of up to two further years. The terms of the contract will be those contained in the RM6157 Materials Supply and Install Conditions Longer Form, the RM6157 Attachment 1a Specification Part 1 Service, the RM6157 Attachment 1b Specification Part 2 Technical and this specification. The call off contract shall have no guarantee of business or volumes.

- As this contract is being let under an existing framework agreement, only those Suppliers included within the relevant Lot 7 (Personal Protective Equipment, (workwear, general and specialist)) will be invited to provide a bid.

The relationship between the MoJ and the winning bidder is to be collaborative in nature, with both parties exercising transparency and cooperation with regards to the service, innovation and increased standardisation during the life of the agreement.

2.0 SCOPE OF REQUIREMENTS

A.1 Provision of Goods

This provision relates to a wide range of PPE & Safety Wear products being provided through a call off agreement between the Supplier and the MoJ.

The Supplier will be required at all times to ensure sufficient stocks are maintained to fulfil orders placed by the Authority within the agreed timescales contained within the contract. The Supplier is also obligated to ensure that contingency arrangements are in place for alternative supply should the Supplier find they are unable to meet the requirements of the contract within the relevant lead-times.

The Authority may, over the life of the call-off agreement, identify products for either addition to or removal from the contract. These will be handled to minimise disruption.

The contract is open for use by the MoJ and its Executive Bodies and Arm's Length Bodies including, HM Prison and Probation Service (HMPPS) and HM Courts & Tribunal Services (HMCTS).

2.2 Quantity of Goods

There is no obligation for the Authority to purchase any goods from the call off agreement; the forecasted demand for items has been estimated using previous year's usage and spend information. The estimated annual volumes are provided within the Pricing Submission Document. The indicative volumes may be subject to change and are not guaranteed.

The contract will be mandated to all public sector prisons, although volumes are not guaranteed. Off contract purchases will only be permitted in situations where the Supplier is unable to meet the contracted requirements. The contract will be available for use by other departments within the Ministry of Justice, including the private prison estate. The volumes used in determining the annual forecasted usage excludes these other users and is based solely on public sector prison estate usage.

2.3 Delivery

Goods shall be delivered directly to the end user at various sites nationally. The delivery locations include all HM Prison establishments in England and Wales. This number of locations may vary through usage of the contract by MoJ associated bodies. The goods may be required for delivery to any location within the United Kingdom following reasonable notice from the Authority or its representatives.

Suppliers should note that all prices submitted in the Product Specification and Pricing Submission document should be inclusive of delivery.

Each delivery location must be uniquely identified by the Supplier for the purposes of Management Information Reporting.

Please see section 3.5.2 HM Prison Service Specific Delivery Requirements, which includes further information on the requirements of HM Prisons, including:

- Required transparency of other on-board items (for all deliveries) i.e. driver must be aware of and be able to declare other items on vehicle.
 - No Prohibited items on board
- Security Clearance (DBS Level as standard) for selected HMP locations (to be determined)
 - Vehicles may be required to enter prisons for deliveries and will be subject to search.

2.4 Demand Requests

All goods shall be requested via the Supplier's internet-based ordering portal which must be capable of taking payment by virtual Government Procurement Card (GPC) as set out in 5.5 below.

2.5 Lead times

The Supplier is to propose the most efficient, cost effective and sustainable lead/delivery times and details will be included in the final contract. Failure to supply goods within the agreed time-scales will require the Supplier to compensate the Authority for actual losses incurred as a direct result of failure to supply including additional costs for sourcing alternative products above the contracted price.

Where goods are requested which are not contracted items the Supplier will be required to give an accurate estimate of the lead time at the time of ordering. These are not required to be fixed but the Supplier must take into consideration the delivery schedule of the requesting site (if applicable).

Items which are delivered in error or are found to be faulty will be returned to the Supplier at their expense on the next delivery or as agreed between the delivery location and Supplier.

Lead times for return of goods will be firm dependent upon the Supplier's tender submission and details will be included in the final contract.

2.6 Inventory

Supplier's inventory (stock levels) shall be managed by the Supplier and a Stock Level Control Methodology shall be provided to the Authority for both operation of the contract and during Exit Management as described in section 5.2 below. The Supplier shall ensure adequate financial resources are available to finance stock holding during the life of the contract taking into consideration both seasonal/normal demand and contingency stocks.

The Supplier is required to declare commitment to stock holding in terms of number of weeks supply holding that will be available from the outset of the contract and what financial commitment will be allocated during mobilisation of the contract to ensure operations are not impacted by stock availability.

2.7 Delivery Discrepancies

Each delivery consignment shall be accompanied with a delivery note with the information printed as per section 3.2 & 3.3 – ‘Labelling’ and ‘Packaging’. The Authority shall be able to confirm the outer box quantities at the point of delivery, either by pallet or box quantity. Individual items shall be checked against the packing list or delivery note within 5 working days.

The Authority will notify the Supplier within 5 working days of any delivery discrepancies by email or telephone, backed up with an email stating the delivery reference number and the discrepancies per line and quantity. The Supplier shall either ship or credit such shortages dependant on the urgent nature of those items missing or collect miss-picks or additional items shipped on the next delivery or arrange separate collection free of charge.

2.8 Environmental Considerations

Suppliers must be able to demonstrate their commitment to environmental sustainability and provide sustainability plans as part of their bid.

Information on both contract specific plans and companywide sustainability plans will be requested as part of the non-price evaluation.

2.9 Legislative requirements

Suppliers must comply with all relevant and pertinent UK legislation in fulfilling the legal requirements to supply goods for sale in the UK market, including but not limited to the Legislation, Regulations and Standards specified in the Framework Attachment 1a Specification Part 1 Service. Upon request the Supplier must provide the Authority with copies of relevant conformity certificates and testing reports of compliance for each product line supplied regarding all applicable legislation.

It is the responsibility of the Supplier to notify the Authority of any legislation and safety standards which are mandatory for products included in the scope of the contract. Failure to notify the Authority and/or comply with such legislation may lead to the termination of the contract.

2.10 Technical Product Refreshment (Variation)

Any changes to products shall be communicated to the Authority prior to any changes to the specification being carried out. Any changes to the supply of models or variants to the minimum requirement of the Authority shall only take effect upon a formal variation to the contract specification unless agreed in writing with a member of the MoJ Commercial and Contract Management Directorate.

The Supplier is required every six months to review availability of alternate products which in its view are more suited to the Authority's use, and/or which will reduce costs. See 5.3 below.

The Authority may over the life of the contract identify other products which may be migrated to the contract, of which the Supplier will be notified at the relevant time. In addition, product lines or selections of products may be removed from the contract at the discretion of the Authority. Where items are to be removed the Supplier will be issued with a minimum of three months' notice to allow for reduction of stock levels, unless otherwise agreed by both parties.

2.11 Potential Product Sample Requirement

Suppliers **may** be required as part of their submission to deliver specified samples to the below location for evaluation. These shall be provided free of charge.

REDACTED – PERSONAL DATA

Ministry of Justice
1st Floor, 5, Wellington Place,
Leeds
LS1 4AP

Products submitted for evaluation may include the following:

- Accessories to support the operation of the product as part of the contract requirements.
- Technical product data sheets
- User Instructions and any training material
- Copy of any conformity certificates for British Standards, European Norms or Conformité Européenne Certificates,

The request to supply samples shall not bind the Authority to accept any offer submitted.

Where goods are found to have been supplied under the contract which differs from the product sample without prior notification and agreement, the Supplier may be required to reimburse the Authority if the goods are not fit for purpose.

Samples of goods with limited shelf life may be subject to a sample refresh at the request of the Authority.

Where the Supplier applies change to contracted items, they will be required to submit samples at nil cost, of both the proposed replacement item and the original contract item for direct comparison.

The Supplier may be asked to source alternative individual items as part of the product sample evaluation exercise, as the Authority shall be benchmarking the overall basket of goods to ensure the goods exceed a certain level of performance or is comparable to existing provision, durability, usage and volume. The timeframes for this additional sourcing shall be no more than 1 week from notification.

2.14 Service Levels and Performance Targets

Key Performance Indicators

Throughout the life of the contract, Suppliers performance will be measured on a quarterly basis against Key Performance Indicators (KPIs):

Indicator	Measurement	Target
Delivery on time (core stock) Standard Delivery	This is 'core stocked products' 98% delivered within 4 workings days of order or by requested date with customer if later than 4 days.	98%
Delivery on time (core stock) Next Day Delivery	This is 'core stocked products' with requested next day delivery' 98% delivered within 2 workings days of order	98%
Quality of Goods	99% to meet required Quality. Measured on returned due to fault or not meeting specifica- tion.	99%
Order Accuracy	Order Accuracy. 99% of orders to be accurate. Measured on re- turns due to Supplier error.	99%
Stock control	Core 'stocked' products, 99% available of orders measured by those that have gone onto back order due to no stock. .	99%
Social Value – Recycling mate- rials	The Supplier must demonstrate a 5% increase against the benchmark level at the start of the contract in the amount of re- cyclable product packaging, in- cluding that used by product manufacturers and any transit carriers, in use across the Sup- plier's product range in each year of the contract up to a max- imum of 100%	5%

Data will be supplied by the Supplier in accordance with the requirements in 6.4 below.

- Non-Compliance with the agreed performance targets will be addressed in accordance with the provisions of Schedule 2, Service Levels, of the Materials Supply and Install Conditions Longer Form

3.0 REQUIREMENTS

3.1 Policies and Standards

- The Supplier must comply with all relevant and current policies and standards outlined within the framework agreement.
-

3.2

3.4 Sustainability

This section draws on the requirements detailed in section 31 of the Specification Part 1 Service, but specifically highlights the sustainability requirements that the MoJ seeks to promote with specific regard to this contract, in addition to the standard Sustainability Policy.

All goods supplied under the contract will be required to [and be manufactured in such a way as to] minimise the negative environmental impact of their use, within reason and without detrimental effect to their fitness for purpose.

Minimising environmental impact will be achieved by:

- The re-use of Goods supplied
- Preference for Goods with high % recycled content
- Hazardous materials or substances are not be used in any of the Goods supplied.
- The use of packaging that has proven easy to recycle e.g. not PVC or expanded foam
- Minimising primary and secondary packaging.
- Hazardous Chemicals – where provided will breakdown in the environment (where possible) and not cause environmental pollution.
- Any hazardous materials supplied shall be accompanied with relevant disposal information.
- Supply Chain mapping and assurance of sustainable sourcing

The Supplier will be required to assist the MoJ in providing information relating to sustainability with regards to its products and distribution methods as and when required. Sustainability plans

will also form part of the Continuous Improvement of this contract as specified within the framework agreement.

3.5 Delivery and Supply Chain Requirements

3.5.1 Overview

The Supplier shall be required to:

- Ensure, in all instances, that contact has been made with the necessary establishment to agree the delivery time.
- Handle product sourcing from manufacturer(s).
- Receive and store deliveries from manufacturer(s).
- Receive, collate, pick and pack orders from customers.
- Distribute to delivery points in England & Wales and demonstrate the ability to deliver efficiently to 104 prisons via scheduled deliveries.
- Comply with the Authority's vehicle restrictions, goods acceptance and stores opening times which may be subject to change during the implementation period.
- Obtain proof of delivery and leave appropriate goods delivery notes. The delivery notes should contain the purchase order number.
- Ensure that purchase order numbers are referenced on invoices that are raised to prevent a delay in payment.
- Transport goods in accordance to regulations applicable for the transportation of relevant chemicals.

3.5.2 HM Prison Service Specific Delivery Requirements

Most small parcels will be able to be left at the Prison public reception. However, where large deliveries are required, eg. Pallets, these will need to be delivered within the secure area of the prison and will be subject to certain restrictions.

Delivery opening times for HM Prison Locations are subject to Monday to Friday deliveries with closures at lunchtime and a 12pm closure on Fridays.

The Supplier shall comply with delivery restrictions provided by the Authority. A number of HM Prisons are subject to gate size restrictions. Sites as a minimum are able to accept 7.5 tonne

vehicles and palletised or larger item deliveries will require a tail lift vehicle. Any updated delivery restrictions will be communicated to the Supplier during the life of the contract.

A map of HM Prison Establishments can be found at:

<http://www.justice.gov.uk/contacts/prison-finder>

Some prisons are located in city centre locations, or may have restrictions on delivery vehicles due to proximity of locking gates, sterile area capacity, narrow gate entrances etc.

It is the responsibility of the Supplier to ensure that the vehicle used for each delivery is of an appropriate size i.e. appropriate means can access *with ease*.

The Supplier is required to ensure that all drivers delivering inside HM Prison Service Establishments have read and understood the HM Prison Service Drivers Handbook (attached as an Annex A to this specification).

In addition to these requirements delivery drivers may be required to be security cleared to CRB level for some locations, with the possibility of further clearances for high security locations.

Sections 2.7 and 2.8 of the Drivers Handbook relate to items which are prohibited inside prisons. These include items which may be used as weapons, smoking materials, alcohol, mobile telephones and drugs (including medicine in most cases).

It is the responsibility of the Supplier to ensure that prohibited products are not supplied, and that vehicles containing deliveries for other locations contain details of ALL items on the vehicle. In the case of multi-drop deliveries the driver **MUST** be made aware of what goods are on the vehicle

G4.0 TECHNICAL SPECIFICATIONS

Technical product specifications are contained within the Pricing Submission document (where applicable). The technical requirements relate to Health & Safety standards that the Authority requires proposals to conform to. The specifications should be taken as a minimum requirement and specification non-compliant products included within Supplier proposals will not be considered.

Where no technical requirements are stipulated for certain product lines, Suppliers are free to propose the most suited products from their range.

Please see below for information around the intended use for each category of products. Due to the public prison estate being the predominant users of the contract, the information has been tailored around usage within the prisons.

Footwear:

The majority of this section is for staff in industrial and activity areas. These include engineering workshops, farms and gardens, security duties in and around construction areas (but not construction or maintenance staff) and in waste and recycling activities. Prisoners are issued with bespoke work boots for most activities.

Protection, comfort and durability are key factors to consider. Slip resistance is an important property we seek to achieve, hence SRC slip rating requirements for most of the footwear range. Testing against HSL 5 star rating system, would be an additional benefit, and we would seek to achieve 3 star or above rating on all SRC rated products unless otherwise specified.

In addition to the safety basic standards, the Authority seeks a selection of products that can be used in industrial areas such as fabrication and welding bays, sheet metal and press areas, UPVC glazing workshops and waste collection and waste sorting facilities. Further operations include working farms, gardens and grounds maintenance activities.

The Authority also seeks a small range of occupational footwear to EN 20347, black uniform shoes and boots that achieve minimum SRC rated slip standards (EN 13287) and/or HSL 4 or 5 star slip ratings.

. Note these are not to have any form of safety toecap.

FIRST AID Response:

Seek to provide first aid equipment at readily accessible places within our sites. Compliance with the new BS 8599-1 standards is required, and require initial first aid kits and a full range of replacement consumable components. First aid equipment will be sited in offices, custodial areas, catering areas and industrial areas.

Separate burns kits, blood/body fluid kits and replacement items and catering kits are also listed.

Welding:

A new section to the contract, recognising the growing trend in rehabilitation and training of prisoners within HM Prison Industries. The Authority is seeking to provide a full range of welding PPE for face, eyes, hands and body for instructional staff and prisoners. HM Prison Service operates a number of welding and fabrication workshops where prisoners are taught welding skills and produce a wide range of products for the service. Gas, TIG, MIG and arc welding is used. As a general rule, staff wear blue or black clothing and prisoners red or orange. In particular, please note the requirement for fire retardant clothing to be washable without losing its FR properties and where a set number of washes or specific wash instructions are set for items, please state so in your tender document.

Hearing Protection:

Seek to provide a range of hearing protection for use in engineering workshops and when operating machinery, including in gardens and grounds maintenance. We have therefore tried to specify a range of earplugs, ear muffs in a variety of attenuation ranges, to provide adequate protection, without isolating people from their surroundings wherever possible. Banded and

corded options are included for use by staff in certain areas and helmet mounted options are required, for compatibility with safety helmets.

Head and face Protection:

Seek a range of eye and head protection for use by a variety of user groups. These include safety helmets for use in maintenance and construction. Prisoners are trained in construction skills such as roofing, bricklaying, tiling and plastering and head/eye protection will be used during these vocational training phases.

General eye protection for flying objects, chemical splash in the form of safety glasses. Goggles and face-shields as well as tinted versions of safety glasses for outdoor working.

Clothing:

General work wear clothing and a range of high visibility clothing for staff and offenders. All clothing needs to be washable, and where stated, waterproof or have high water resistance. There is much outdoor activity in all areas of MOJ. Yellow hi vis clothing is used for staff whilst orange is for offenders to aid identification and where working in exposed areas such as verges and roadways.

Hand Protection:

A broad range of hand protection, for cleaning duties, chemical handling, waste collection and sorting, mechanical handling of goods and materials etc. Workshop activities use sheet metals and glass, thus high grip and cut resistance is sought across most product lines. Staff in custodial and secure areas need to be able to conduct search activities on persons, baggage and rooms, mindful of the risk of needle stick injuries from discarded hypodermic needles (we seek to provide protection against diabetic needles (down as low as 26 gauge) which are most often discarded. Search gloves and liners need to be highly dexterous whilst offering a good level of residual protection for searchers.

Disposable gloves are aimed at a broad range of duties, including searching and food handling. Vinyl and nitrile has been specified over latex for such applications.

Catering:

A range of catering clothing for use by staff and prisoners in kitchens and serveries for hygiene purposes.

Respiratory:

Half and full face respirators have small usage levels and the main usage in this field is for disposable respirators, for protection against residual levels of dust/fume. Industrial workshop areas benefit in the main from LEV systems and good natural ventilation.

G5.0 CONTRACT ADMINISTRATION REQUIREMENTS

5.1 Implementation

The implementation plan will be required to include (as a minimum):

1. Communicating the change to MoJ End users
2. Liaising with individual locations to organise account set ups or similar provision for the basis of location specific MI and delivery requirements
3. Timeline for implementation including roll out e.g. by region, by depot coverage etc.
4. Illustration of stock levels and plans in place for replenishment
5. Stock levels of high volume (standard) items and locations
6. Adequate named contact points, project teams contact points etc

5.2 Exit Plan - how will transfer to new Supplier be managed?

Upon request by the Authority the Supplier will be required to produce an exit plan relating to withdrawal from the contract. This will be requested either before termination, or a minimum of three months prior to expiry of the contract.

As a minimum the exit plan is required to include:

- Management of Stock levels, emphasis on those purchased specifically for the contract
- Lead times for phased handovers e.g. by region or by branch coverage
- Timescales and indicative timeline

5.5 ORDERING

In accordance with para 5.15.9 of Attachment 1a Specification Part 1 Service, the Supplier shall offer an internet-based catalogue combined with an online ordering facility capable of hosting multiple unique, secure user accounts. The ordering facility shall be capable of taking payment via 'virtual' Government Procurement Cards (GPC).

The online ordering facility shall contain access to images, descriptions and prices of all products available in accordance with para 5.15.11 of Attachment 1a Specification Part 1 Service

The Supplier shall ensure that they have sufficient capability to receive Orders in this format without interruption (24-hours a day and every day of the year).

The Supplier shall ensure that Orders are properly stored, are not accessible to unauthorised persons, are not altered, lost or destroyed and are capable of being retrieved only by properly authorised persons.

The Authority shall not be liable for the consequences of a corrupted, incorrect transmission or any failure to re-transmit an order. If the error is or should in all the circumstances be reasonably obvious to the Supplier. In such event the Supplier shall immediately notify the Authority's Representative thereof.

As a contingency in the event of a failure of the provisions above, the Supplier may be required to provide the necessary information to allow the Authority to create and maintain an electronic catalogue of goods. The Supplier will be required to receive purchase orders via email and ship the requested products to the delivery locations outlined in 2.3 *Delivery*. Payment and Invoicing will be subject to the Terms and Conditions of the contract

Orders will then be generated automatically by either the i-Procurement System or the automated i-Inventory System which are present within all HMPs Establishments.

Where i-Procurement is available

1. Via automated electronic purchase order (catalogue)

Where some parts of the MoJ do not have access to i-Procurement they may purchase:

1. Via GPC
2. In exceptional cases via one off payment of invoices (if agreed)

[Subject to change following details of tenderer submissions – e.g. lodge card availability, ordering processes etc.]

2.13 Invoicing

Invoices are subject to the CCS RM6157 Materials Supply and Install Conditions Longer Form Terms.

2.13.1 Invoice Addresses

Invoices payable under the Contract shall be sent to the following address:

2.14.2 Compliant Invoices

The submission of non-compliant invoices will cause delay in payment. A compliant invoice must comply with the following requirements:

- Must be received at the correct billing address
- Must quote a valid Purchase Order Number (clearly printed on the PO)
- Must be to a total agreed sum
- Should not be sent to delivery addresses unless specifically agreed
- Must list product lines broken down by Supplier code
- Must give quantity purchased, and individual prices in addition to a line total

The Supplier is required to provide spend information for parts of the MoJ organisation however when making payments all HMPPS accounts are treated as one i.e. all payments and credit notes to the Supplier will be remitted together, therefore if there is a credit sitting on the account, no payments will be made against the whole account until invoices are accrued to the value of the credit.

5.6 Sourcing of Products

In accordance with para 5.9 of Attachment 1a Specification Part 1 Service, the Authority may require the Supplier to source additional non-contracted PPE & Safety Wear products on an ad hoc basis. If usage of the item is considered significant or if the supply chain is such that guarantees of purchase are required – the items will be added to the contract via formal variation.

Where the Supplier is requested to source additional items, the Authority reserves the right to purchase the items elsewhere in the future unless they are subsequently included in the contract.

The Authority will endeavour to approach the Supplier for quotations for additional required items which fall within the scope of 'Personal Protective Equipment & Safety Wear'.

5.7 Additional In Scope Requirements

As the operational environment within the MoJ changes and new training or activities are undertaken the requirements of the Authority may change. All new items which are considered by

the Authority Representative to fall within the scope of this contract may be included as an addition, either temporarily to secure supply, or permanently via contract variation.

6 CONTRACT MANAGEMENT REQUIREMENTS

6.1 Contract Manager Requirements

The MoJ will nominate a Commercial Contract Manager (CCM) who will manage the contractual and commercial relationship with the Supplier. The CCM will also receive and analyse Supplier data to ensure commercial obligations are being met.

The MoJ will also nominate a Senior Business Owner (SBO) who will have MoJ business ownership of the contract, with overall MoJ accountability for the contract performance and delivery.

The MoJ will also nominate an Operational Contract Manager (OCM) who will be the main point of contact and responsible for day to day contact with the Supplier, with regards using the contract and escalation of local operational issues.

1. As per section 3.6 of the Specification Part 1 Service, the Supplier shall likewise nominate an Framework Manager (FM) who will be the single point of contact act on behalf of the Supplier with regards to this agreement. The Framework Manager shall take overall responsibility for the Contract and shall not change without the CCM's agreement. The Supplier shall ensure that a Framework Manager will be available without interruption throughout the duration of the contract in the event of the absence of the nominated Framework Manager.
2. .
3. The Supplier shall be responsible for ensuring that the Provision of Supplies/Services is carried out with reasonable skill, care and diligence in accordance with the Contract and to the satisfaction of the SBO or their representative.
4. The Supplier shall provide the CCM and OCM with Management Information on the provision of Supplies/Services at specified intervals and in accordance with the Reporting Requirements within the Performance and Monitoring Schedule.

The CCM/SBO/OCM (as applicable) and the Supplier's CM will meet upon request as part of an ongoing contract management process and formally as part of the Review meetings as detailed below.

The expectation of the Ministry of Justice is for a collaborative working relationship between itself and the Supplier, working together to ensure the optimum value is delivered through the contract.

6.2 Review meetings

Review meetings will take place on a quarterly basis with the following standing agenda items

- a) Attendees
- b) Apologies
- c) Previous minutes
- d) Performance Management
- e) Risk management
- f) Issues arising
- g) Disputes
- h) Continuous improvement
- i) Any other business

Note that ad-hoc meetings may also take place where required.

6.3 Risk management

A risk register will be managed and maintained by the Contract Management Team (comprising of the Ministry of Justice along with the Supplier) who will be expected to contribute to and take responsibility for identifying and managing arising risk. This includes rating the risk according to probability, impact, detectability and importance. Each risk will be assigned an owner, a contingency plan and require target dates for when the risk will either be mitigated, accepted, transferred or avoided.

6.4 Data and reporting requirements

The Supplier is required to report various contract management information throughout the life of the contract to the Authority's Contract Management Team. Performance reporting shall be supplied in an electronic format monthly unless otherwise stipulated by the CCM.

Management information is a requirement of the contract to allow the Contract Management Team to track sales, demand and manage Supplier performance in relation to service delivery and monitor inventory management by the Supplier.

The format of the reporting fields shall be stipulated by the Authority. The Supplier should be aware that Management Information may be requested and submitted via the MoJ e-Sourcing Portal in the form of Requests for Information (RFI's).

Information shall be supplied free of charge to the Authority. There will be a requirement to be able to split the information where requested into the following Groups:

- His Majesty's Prison Service (HMPS)
- His Majesty's Courts & Tribunal Service (HMCTS)
- National Probation Service (NPS)
- Other (as stipulated on request)

The Supplier is required to issue all ordering locations with suitable identifiers to allow spend information to be split in line with the above list. Individual ordering locations will, upon request, identify which of the above constituent organisation parts they fall within.

Whilst these will be agreed during implementation, we would expect reporting to include:

- Order Fulfilment Reports
- Back Order Reports
- Financial Year Spend Overview
- High Demand Item Inventory Levels
- Stock level and Lead Time Reports including projections
- Sales by Location and Level 3-line item details where GPC is used.
- Product Line Sales Report
- Savings Report
- KPI Reporting
- Core vs Non-Core Goods
- Top Items by Spend and Volume

The Supplier is required to provide KPI management information one month in arrears to the authority on a monthly basis using the Custodial Contract Directorate Key Performance Indicator (KPI) template and email to REDACTED – PERSONAL DATA by the 10th working day after the last performance month.

6.5 Supplier Visits

The Contract Management Team may require access to your and your supply chain's premises on a visiting basis, with support from your operational staff, if product testing is required or assurance visits need to be undertaken. The MoJ intends to fulfil a rolling schedule of testing throughout its contracts to ensure that value for money is being achieved and products are fit for purpose within the estate.

Annex A Transport Manager's and Drivers' Handbook

Transport Managers and Drivers Handbook

1.

Publication Information & Review Dates

Version No.	Date	Reason For Change	Sections Amended
1	4 th August 2008	Local discretion to add to banned items list highlighted.	2 (new 2.8 inserted) Additional point in 4.6.7
2	28 th March 2011	Advise on searching of drivers and carrying of medication on deliveries.	4.3.7 inserted Additional point in 4.7 prison service right o search.
3	31 st May 2011	Reviewed for Foodstuff Tender 2011	Additions and rewording

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1 1. INTRODUCTION & PURPOSE

This document highlights the responsibilities of Depot Transport Managers and delivery drivers to meet HMPS requirements

The document provides information and guidance on procedures specific to the HM Prison Service, thereby allowing drivers to carry out their duties to the required standards. It is designed to be used in conjunction with the company's existing manuals and instructions.

This handbook may, from time to time, be updated and drivers should ensure that they have the current version.

2 2. KEY POINTS ABOUT PRISON DELIVERIES

- 2.1 HMPS Contract may be a departure from the company's normal practice of delivering to commercial organisations and premises and as a consequence may introduce new working practices and procedures synonymous with the ethos of a penal establishment.
- 2.2 Deliveries to establishments must be made within the agreed delivery time window. You are unlikely to be given access outside these times.
- 2.3 Regular and relief company drivers delivering to the prisons must carry their company's photo identification badges.
- 2.4 Agency Drivers must have a photo identification i.e driving licence, passport. Without any form of photo identification you may be refused entry into the establishment.
- 2.5 The relationship between the Driver and Prison staff and in particular, the establishment Gatekeeper, is important to the success of a smooth and effective delivery experience.
- 2.6 During deliveries to establishments, drivers may well come into contact with prisoners, caution must be exercised during any interaction. In all cases, follow the guidelines in the Drivers Handbook section of this document.
- 2.7 No alcohol, or products containing alcohol, will be permitted on prison property, this must be delivered before arriving at an establishment.
- 2.8 Establishment Governors have the right to add other items to the banned list, an example being aerosols. Drivers must declare any item at the gate that they're unsure about to guard against confusion/embarrassment/potential prosecution. Drivers should be fully aware of the list of band and restricted items; this information is available at the gate house. Annex 2 of this document gives guidance on this list but each establishment will have its own security department list appropriate to the establishment.
- 2.9 Detachable mobile phones, cameras, knives or tools, even innocent looking items may be an aid to a prisoner escape or could be classed as a weapon and anything which would be called contraband will not be allowed into an establishment. These items must be handed in at the gate before entering the establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence.
- 2.10 Any drivers aids like sat nav vehicle accident recording cameras, two way radios, fitted mobile phones, etc which are detachable from the vehicle must be handed into the gate officer before entering the establishment. If they are permanently fitted to the vehicle they must be switched off before entering the establishment and remain off until the vehicle is outside the establishment. If the vehicle is fitted with a manufactures vehicle management monitoring systems which must remain live at all times and which can not be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
- 2.11 Ladders should be left in the gate area unless they are required for the delivery in which case they must be secured to the vehicle at all times when not in use.
- 2.12 Drivers mates, to assist with the unloading on vehicles, will only be allowed into an establishment by prior arrangement with the individual establishment.

2.13 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment. (SEE ANNEX 1)

3 3. TRANSPORT MANAGERS HANDBOOK

4 3.1 Selecting and Training Drivers to Deliver to HM Prisons

- 3.1.1 There are advantages in allocating a regular driver to make prison deliveries, who will become recognised by HMPS staff. The driver would also then become familiar with the establishments' internal procedures and thus the deliveries will be expedited efficiently. A list of regular and relief drivers is will need to be provided to all establishments, where possible if agency drivers are to be employed the supplying agency should supply pre checked drivers to expedite deliveries.
- 3.1.2 Drivers should be selected from appropriately security-cleared staff, from with in the servicing depot. Personal information will be required for CRB checks. This information will be protected under the Data Protection Act. All regular drivers will be required to be security vetted in line with HMPS security vetting procedures.
- 3.1.3 Drivers and relief drivers must carry their company's I.D when making a delivery to an establishment.
- 3.1.4 Agency Drivers must have a photo identification i.e. driving licence, passport. Best practice would be to use permanently employed and security vetted staff as both regular and relief drivers.
- 3.1.5 Depot Managers are responsible for ensuring that their drivers have photo identification with them before setting off on their route.
- 3.1.6 Depot Managers are responsible for ensuring that drivers are fully trained to achieve a successful delivery. Drivers are to be fully appraised of the meaning, importance, and content of the Drivers Handbook and are aware of the consequences and impact of non-compliance.
- 3.1.7 Drivers delivering to establishments must be able to understand and follow instructions given by HMPS staff and be able to communicate clearly.
- 3.1.8 Drivers making deliveries to establishments must dress to the company's policy on corporative clothing.
- 3.1.9 Before leaving you will need to pass on details of your next destination and contact details in case an issue arises from your delivery.

5 3.2 Routing Deliveries to Prison Establishments

- 3.2.1 Establishments have been allocated an agreed delivery day and time. Route and drop numbers must allow for the vehicle to complete the delivery within the establishment's agreed window times. You are unlikely to be given access outside these times. When making deliveries the delivery window reflects the last time by which the delivery must be clear of the establishment. Arrival at the establishment should allow for security checks in and out, travel to the drop point within the establishment, safe delivery and checking of the load and any paperwork that requires checking.
- 3.2.2 Requests for additional deliveries can be accommodated but must be approved between the Transport Manager and the HMPS Nominated Manager at the effected establishment.
- 3.2.3 Depot staff should not routinely agree to additional deliveries, other than Service Error Recoveries.

- 3.2.4 Additional deliveries requested by establishments will be treated as one off deliveries and covered by an official order.
- 3.2.5 The Depot Duty manger and depot transport staff responsible for day to day 'load balancing' must be mindful of the delivery constraints when matching the delivery schedule.
- 3.2.6 The Depot Duty Manager must ensure the vehicle is loaded in the correct manner as per the delivery schedule.
- 3.2.7 Periodic route evaluation and re-routing' exercises must also take into account establishment delivery windows. Any planned changes must be submitted to HMPS for approval, prior to any trial of a new routing or permanent change to delivery windows. This must be agreed with establishments in the first instance. Any changes made with out formal agreement will be seen as contract non-compliance by the Authority.
- 3.2.8 If alcohol or products containing alcohol, forms part of any split loading, it must be delivered before arriving at an establishment.
- 3.2.9 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non smoking areas.

6 3.3 Delivery Windows

- 3.3.1 All establishments have agreed strict delivery windows times.
- 3.3.2 Access to establishments outside the agreed window time may not be permitted. If the driver is unable to deliver within the agreed window they must contact their Line Manager without any delay. The company will contact the establishment and arrange an agreeable time for the delivery and report back to the driver. The company may need to put their contingency plans into operation to fulfil the establishment's urgent requirements.

7 3.4 Pre Departure Checks

- 3.4.1 Initiate a daily check to ensure that all drivers about to embark on a prison delivery have all of the necessary paper work, approved identification, suitable equipment to unload the vehicle, checked that orders are complete and loaded on the vehicle in a way that makes for an efficient delivery, and a copy of the Drivers Handbook.
- 3.4.2 Ensure, especially relief and Agency drivers, are aware of their route to match the loading on the vehicle and know where the relevant establishments are situated. A briefing on the requirements of HMPS deliveries be given to the relief or agency driver. This may be in the form of a script or memory notes outlining the salient points for the establishment being visited.
- 3.4.3 Drivers are dressed in accordance with the company's policy on corporative clothing.

8 3.5 Drivers De-Brief

- 3.5.1 Drivers de-brief should take place on the drivers return to the depot. Drivers should be encouraged to record details of any incident that may have occurred during the delivery. This may include contact by a prisoner, difficulty with HMPS Staff, poor loading, damaged goods, outstanding returnable containers or other noteworthy events (see additional notes under Making a Delivery).

Resulting from the de-briefing if there are any issues which are causing concern to the driver it must be reported back to the establishment by phone, and then followed up in a written format (e-mail / letter).

9 4. DRIVERS HANDBOOK

104.1 Important Points about the Drivers Handbook

- 4.1.1 It must be kept in your vehicle at all times.
- 4.1.2 The Handbook is an important document and must be read and fully understood before attempting to make deliveries to Prison Establishments.
- 4.1.3 If you are unsure about any of your duties and responsibilities, or you do not fully understand any part of this handbook, consult your Line Manager who will give you further advice.

114.2 Load Security

- 4.2.1 It is the responsibility of the driver to ensure:-
 - That the vehicle's load is secure at all times
 - The vehicle is not over loaded
 - The load is evenly distributed
 - All pallets are securely wrapped and appropriately supported
 - All cages are secured using load restraints
 - All cage deliveries have a maximum loaded weight of 350 kilo-grams.
 - All pallet deliveries have a maximum loaded weight of 800 kilograms.

NOTE Webbing straps can be used to secure the cage or load. If used, the webbing straps must stay on the vehicle and be accounted for before leaving the unloading area. Any missing webbing straps must be reported to the escorting officer before moving the vehicle. An inventory of straps and other equipment on all vehicles should be maintained and checked on a regular basis.

124.3 Before Departing from the Depot

- 4.3.1 Regular and relief company drivers delivering to the prisons must carry their company photo identification badges. Depots should contact the establishment to provide details of change to a regular driver.
- 4.3.2 Agency Drivers must have a photo identification i.e driving licence, passport.
- 4.3.3 You should ensure that you have all necessary paperwork for the deliveries and equipment to unload the vehicle. Your paperwork should be compatible to the load plan for your vehicle.
- 4.3.4 No alcohol, or products containing alcohol, will be permitted on prison property; this must be delivered before arriving at an establishment.
- 4.3.5 If you know a prisoner who is held at any of the establishments which you are delivering to, tell your Line Manager before leaving the depot.
- 4.3.6 There is no authorised drop off points at establishments where you can leave goods unattended.

- 4.3.7 Medication and prescription drugs should be kept to the minimum you require for that working session.
Large quantities of medication and prescription drugs should not be taken in to establishments as this may cause problems when vehicle or the person are searched.
You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.

134.4 Delivery Windows

- 4.4.1 All establishments have strict delivery windows, the delivery must be completed within these times. Deliveries will not normally be accepted outside these windows. Due to other timed activities at establishments, if you have not completed your delivery within your approved window time, you may not be allowed to complete the unloading and requested to leave the establishment. You must contact your Line Manager, so they can arrange an agreeable time for you to re-enter the establishment to complete the delivery.
- 4.4.2 If you become aware that you will not be able to meet any specified delivery window, you should immediately advise your Line Manager in order that this can be communicated to the establishment in a timely manner.

144.5 Communication

- 4.5.1 Drivers should:
- Maintain regular contact with their home depot
 - Always seek advice from your Line Manager whenever you are unsure about any aspect of your work
 - Communicate the cause and likely duration of any delays to your Line Manager
 - Be polite and act in a professional manner at all times
 - Ask for clarification on any unclear instructions given by HMPS staff
 - Inform prison staff and your Line Manager if approached by a prisoner for any reason not connected to the delivery
 - Report any behaviour by prisoners that is unusual or would suggest a pattern of behaviour that would lead to conditioning, i.e. the prisoner being overly friendly or performing delivery tasks as a favour or giving a helping hand. Be aware of every day questions about home life or other delivery points connected with your work.
 - Be mindful of who is listening to you when talking to staff about home life or work related information.

154.6 Prison Specific Delivery Requirements/Process

- 4.6.1 Whilst adhering to company standard procedures, there are a number of additional requirements that must be complied with:

- 4.6.2 Drivers should remain polite and helpful when making deliveries, no matter how trying the circumstances. If you have a dispute with the gate staff prior to entry to the establishment; please contact your manager for guidance. Once within the establishment drivers must always follow Prison staff instructions and adhere to the speed limits and the constraints of escorting staff walking behind the vehicle.
- 4.6.3 Unloading should not commence until the escort staff indicate it is appropriate to do so. The cab should be locked and keys handed to escorting staff whilst unloading takes place.
- 4.6.4 It is important to remember that there are stringent security protocols in effect at establishments which may at first appear abrupt and occasionally invasive. Drivers are expected to deal with these protocols in a professional and courteous manner. Their purpose is to ensure the safety of all concerned.
- 4.6.5 If you are given an instruction which is unclear, or you do not understand, please ask for further clarification from the member of staff.
- 4.6.6 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non smoking areas.
- 4.6.7 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment. **(SEE ANNEX 1)**

4.6.8 On arrival drivers must observe the following points:

- Observe all speed limits and traffic directives in force on crown property.
- When stationary ensure your vehicle engine is turned off.
- The vehicle must be securely locked before reporting to the main gate.
- Report to the main gate taking your ID and paperwork for the delivery or collection with you.
- The vehicle must not obstruct the gate to such an extent that it interferes with the free-flow of vehicles.
- You must always hand in any detachable mobile phones (including personal mobile phones), satellite navigation aids, accident recording camera at the main gate. These will be returned when leaving the establishment.
- Any permanently fitted cab-phone, satellite navigational aids, accident recording camera must be switched off and must remain off until you leave the establishment.
- If the vehicle is fitted with a manufactures vehicle management monitoring systems which must remain live at all times and which can not be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
- Medication and prescription drugs should be kept to the minimum you require them for that working session. You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.
- If you have not delivered or collected from the establishment before, always ask the gate staff about the procedures for visiting drivers; this will ensure the prompt completion of your visit.
- If you are carrying knives of any kind or any item which could be classed as a weapon, these must also be handed in at the gate.
- If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence
- No alcohol is permitted in an establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence
- Establishment Governors have the right to add other items to the banned list, an example being aerosols. You are encouraged to declare any item at the gate that you are unsure about to guard against confusion/embarrassment/potential prosecution.
- Ensure that you remove any cigarettes, lighters and personal items including letters from sight.
- If you have any operational tools which could be classed as a weapon (e.g. vehicle cranking bar or hook) these must be declared.
- Vehicles are searched when entering or leaving the establishment Please ensure you conform with the points above to save delays and any embarrassment to yourself or your company. If the search is to include a sniffer dog please see 4.7.1 (Searches Using Sniffer Dogs)

4.6.9 Making the Delivery

- Prison staff will usually escort you to and from the delivery point. Escorting officers are not permitted to travel in contractors vehicles.
- For the avoidance of doubt, when escorted, you must always travel at the speed of the walking escorting officer and ensure you have visual contact with the escorting officer at all times.
- When going through internal gates you must wait until the escorting officer has closed and locked the gates. The escorting officer will instruct you when to continue with your journey.
- Never allow any third party to board your vehicle or its load area, particularly prisoners. It is your responsibility to unload/load your vehicle.
- Always ensure that your vehicle engine is switched off and the cab is securely locked with the keys removed whilst making the delivery.
- The Delivery Note must be signed and dated by the receiving member of staff. Under no circumstances are prisoners authorised to sign for the goods delivered. The load will be checked and signed for if possible, due to the size and complexity of some deliveries it is not practical on all occasions for a full check to be made on delivery and goods will be signed as unchecked at point of delivery. Discrepancies will be advised within 24 hours. This will allow the vehicle to leave and other deliveries to other areas to be made.
- You must undertake a check to ensure all your webbing straps and securing bars are accounted for before leaving the unloading area. If any items are missing you must make the escorting officer aware of the situation before moving the vehicle.
- Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or as general good manners whilst delivering).
- Do not give prisoners anything. It may seem innocent enough to reward them with a cigarette for helping to unload / load your vehicle, this could result in prisoners demanding more which can end in trafficking for them.
- Immediately inform a member of the prison staff before leaving the establishment if a prisoner asks you to take out or bring items into the establishment for them. This is classed as trafficking which is a criminal offence. You must also inform your depot transport management on return.
- If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, contact the depot immediately and notify them of any such incident.
- If you see a prisoner that you know (family / friend etc.), you must report this to the gate staff or your escorting officer immediately. This must be reported back to your manager as part of the de-briefing.

4.6.10 Departure from the prison site

- Before leaving the site ensure you have collected all returnable cages, pallets and boxes. If you are unable to collect all the returnable items awaiting for collection this must be reported back to your Line Manager as part of the Drivers De-brief
- Remember: to collect your belongings, e.g. mobile phones, etc., from the main gate before leaving the site
- Before leaving you will need to pass on details of your next designation and contact details in case an issue arises from your delivery
- Ensure you remain with your escort until dismissed
- Prison speed limits and traffic directives remain in force until you rejoin the public highway

164.7 Prison Service Right of Search

4.7.1 HMPS staff may wish to search your vehicle and/or your person in order to ensure the continued security of the establishment. This could occur when entering or leaving the establishment. This is in line with Prison Rule 71 which states that:

"(1) Any person or vehicle entering or leaving a prison may be stopped, examined and searched and in addition any such person may be photographed, fingerprinted or required to submit to other physical measurement.

(1A) Any such search of a person shall be carried out in as seemly a manner as is consistent with discovering anything concealed about the person or their belongings.

(2) The governor may direct the removal from a prison of any person "who does not leave on being required to do so."

4.7.2 This may include a level A or B personal rub down search (similar to airport security) This is in accordance with paragraph 2.53 of PSI 49/2010 which provides that "Local arrangements and procedures must be in place that direct which vehicles are searched on entry and exit and the level of searching to be conducted on the driver and any passengers, to be set out in local security strategies."

4.7.3 In exceptional circumstances a full search of the person may be required to maintain the security of the establishment, this will include the removal and search of clothing. Visitors to prisons are not routinely full searched except where there is a power to search without consent under Firearms Act 1968 and Misuse of Drugs Act 1971 and the Police and Criminal Evidence Act 1084 (PACE S32). For example, a full search may be conducted if there is reasonable cause to suspect the subject is carrying a firearm for the purpose of committing an indictable offence; if there is reasonable cause to suspect the subject is carrying a class A, B or C controlled drug; or if an officer of the prison has arrested the subject and there is reasonable cause to suspect they are a danger to self or others or they are carrying something which may be used to escape from arrest or which might be evidence relating to an offence. However, less intrusive methods will be considered before a decision to full search is made.

4.7.4 Searches Using Sniffer Dogs in Cargo Area

- If the establishment wish to search the cargo compartment of the vehicle with sniffer dogs it will immediately render any food products on the vehicle unfit for human consumption. You should request that the Head of Security is informed of this and that the establishment will be charged for the full replacement cost of any food product within the vehicle.
- If your vehicle is carrying any food related products, offer to remove the establishments consignment, do not allow the dog to stand on the tail lift. The consignment can then be searched independently of any other delivery still on the vehicle.
- The searched consignment must not go back onto the vehicle. The establishments will have to make alternative arrangements to have the consignment taken to the delivery destination

- If you are carrying no food items on the vehicle, the establishment has the right to use a sniffer dog to search the cargo area

4.7.5 Searches Using Sniffer Dogs in Drivers Cab area

- It is more likely to be the driver's cab that the establishment wants to search with a prison dog. The prison service has the right to search the cab of the vehicle with a sniffer dog.
- If subject to a search you should remove all personal items from the vehicle's cab, including food, spare items of uniform, personal possessions etc before the dog enters the cab. You must allow a member of staff to manually search these items without using a sniffer dog.

175. OPERATIONAL/DRIVER 'ISSUES/WHAT IF?' CHECKLIST

Issue	You need to.....	Your Manager will	HMPS Will
<i>If refused entry to the establishment or You are awaiting an escort</i>	Try to establish how long before you will be allowed entry into the establishment. If the delay is cause for concern then contact your depot immediately.	Contact the Nominated Manager at the establishment and advise driver as to reason for delay and action to take – this may include making other deliveries and returning to the establishment later.	Facilitate delivery of goods into the prison.
<i>I have lost/forgotten my company ID badge. or photo ID</i>	This should be notified to your Line Manager BEFORE you depart, as this may affect your ability to gain entry to Establishments. If lost in the establishment, report it to the escorting officer before leaving the establishment	Ensure the establishment will accept the delivery from the driver by contacting the establishment You may need to make alternative arrangements if necessary.	HMPS will try and facilitate delivery of goods into the prison if approval is given. Escorting Officer will inform Security without delay.
<i>What clothing can I wear?</i>	At all times when making a delivery you must be wearing clothing that meets the company policy for clothing	Ensure the driver is wearing corporative clothing as per the company policy.	If the driver is not wearing suitable clothing report it back to the transport manager at the suppliers depot.
<i>I expect to miss the agreed delivery window (for any reason)</i>	Contact the depot immediately, who will establish the correct course of action.	Contact the establishment and advise them of delay. Confirm action to be taken – this may include a later delivery or the dispatch of an alternative vehicle	Facilitate delivery of goods into the prison. If necessary keep the driver informed if waiting at the gate.
<i>There is a product missing / mis-picked / damaged goods on the delivery</i>	Complete your claim-form or make a note and telephone your depot immediately on leaving the establishment to notify them of any shortages etc. – When checking the goods at the point of delivery, make sure that you are dealing with a member of staff and not prisoners	Progress as per normal procedures to ensure credit notes are issued or the shortfall is made up within agreed times	Ensure items are accurately re-ceipted and credit requests are submitted to suppliers within agreed times
<i>Prison staff ask to search my vehicle / personal belongings</i>	(See section 3.8 Searches Using Sniffer Dogs,	Make all arrangements necessary to ensure delivery to other customers are not affected and seek advice from RPU regarding invoicing for any compromised product.	Facilitate payment of invoice for compromised product and investigate reasons for search. Do not prolong the delay of the vehicle if other customers goods are on the vehicle.
<i>I am caught in a prison lock- down</i>	Seek advice on the length of time you will be delayed. If expected to be over 30 minutes ask the accompanying officer for use of a prison land-line to Contact the depot immediately, to establish the correct course of action.	Contact the establishment to see how long the vehicle will be held in the establishment. Make alternative delivery arrangements if necessary for other customers.	Keep driver informed.

	DO NOT USE THE CABPHONE (which was switched off before entering the establishment).		
<i>I am refused entry to the prison due to other issues at the prison (e.g. Problem with prisoners)</i>	Try to establish an expected time for being allowed entry and then contact your depot immediately, to establish the correct course of action. Do not simply drive away with a view to re-turning later.	Contact the Establishment and advise driver as to reason for delay and action to be taken. This may include making other deliveries and re-turning to the establishment later.	Ensure alternative arrangements are made to allow the vehicle to enter outside its normal window times.
<i>Returnable containers are not available to collect / swap.</i>	Advise your Line Manager as part of the de-briefing when you return to your depot.	Contact the Establishment and remind them the containers are returnable and you will collect the remaining containers on the next delivery	Ensure all empty returnable containers are available for collection on next delivery
<i>I have a disagreement with the prison establishment staff</i>	Do not "argue" with any prison staff, simply refer your concerns upon return to the depot during debrief. For any urgent queries, telephone your transport department immediately outside the establishment	Contact the establishment and advise them of the problem between your driver and their staff. If you are concerned raise with your Account Manager	Deal with issues raised as quickly and thoroughly as possible, escalating if necessary.
<i>A prisoner attempts to start a conversation with me, Examples may include...</i> • asking for cigarettes, • "can you post a letter – I've just missed the post"	Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or for general good manners whilst delivering). if in doubt, seek assistance from prison staff. It may seem innocent enough but you must not give a prisoner anything even if it is only ONE cigarette. If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, also contact the depot immediately and notify them of any such incident.	Please make a note of the matter in case of future queries.	Ensure the prisoner will not be able to make contact with the driver for future deliveries
<i>If you know a prisoner held at the establishment which you are going to deliver to</i>	Tell your manager before leaving the depot, alternative arrangements may be able to be made by your manager.	Make alternative arrangements where possible and ensure that the establishment are informed. Ensure future deliveries are made by a driver unconnected to the prisoner.	Facilitate delivery of goods into the prison and ensure gate staff and security are informed. Ensure the prisoner will not be able to make contact with the driver
<i>I recognise a prisoner whilst making the delivery</i>	If you have seen a prisoner that you know (family / friend etc.), please report this to your escorting officer immediately.	Ensure future deliveries are made by a driver unconnected to the prisoner.	Facilitate delivery of goods into the prison and ensure gate staff and security are informed.

186. ANNEX 1: NOTICE AT THE ENTRANCE OF AN ESTABLISHMENT

Under the Prison Act 1952 it is a criminal offence for any person:

- i. to help a prisoner to escape or attempt to escape; the maximum penalty is 10 years imprisonment (s. 39)
- ii. without authority to convey or cause another person to convey in or out of the establishment, or to a prisoner, or to leave in a place intending it to come into the possession of a prisoner:
 - (a) A controlled drug, explosive, firearm, offensive weapon; maximum penalty is 10 years imprisonment or an unlimited fine or both (s. 40B)
 - (b) Alcohol, mobile telephone, camera, sound-recording device; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40C)
 - (c) Tobacco, money, computer equipment or any other item listed in Rule 70A of Prison Rules; maximum penalty is a fine (s. 40C)
- iii. without authority to take a photograph or make a sound recording within a prison or convey a restricted document out of a prison; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40D).

197. ANNEX 2: LIST OF PROHIBITED AND CONTROLLED ITEMS

Prohibited Items

These are items or articles that are not permitted under any circumstances within the prison establishment:

Explosives Wax Weapons Cameras (including video cameras) Magnets Mobile Phone Bluetooth Headsets and Technology	Aerosols Wire Drugs (none HCC) Toy Guns Mobile Phones Alcohol Metal cutlery Mobile phone SIM cards	Game Stations with an Internal Modem
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Controlled Items

These are items or articles that must be carefully monitored when in the prison

Tools Matches Yeast Clingfilm Chewing Gum Rope Vinegar Games Consoles of any description Computer Software Syringes	Skips Ladders Solvents Bleach Personal Audio Equipment DVD's and DVD Players Computer Memory Devices Money (limit £100) Alarm clocks	Glue Tin Foil Video Dustbins Foods CD's Electrical equipment of any nature
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APPENDIX 3

TECHNICAL SPECIFICATION

Technical Specification

This Technical Specification is for the provision of Building Materials and Equipment Framework Alliance Contract.

This specification details general requirements from paragraph 1 to 5 which apply to all lots 1 to 9 on this Framework Alliance Contract and Lot Specific requirements from paragraphs 6 to 14.

This Framework Alliance Contract comprises of 9 lots as follows:

Lot No	Lot Name	Supply Only	Supply & Install	Hire	National (N) or Regional (R)	Weightings	
						Price	Quality (inc. Social Value)
1	Heavy Building Materials and 'One Stop Shop'	X		X	R	40%	60%
2	Plumbing, Heating & Bathrooms	X			N	60%	40%
3	Electrical Products	X			N	60%	40%
4	Paints and Solvents	X			N	60%	40%
5	Flooring	X	X		R	60%	40%
6	Kitchens (Domestic)	X			N	60%	40%
7	Personal Protective Equipment (Workwear, General and Specialist)	X			N	60%	40%

8	Building and Construction Tools & Equipment – Purchase	X			N	60%	40%
9	Building and Construction Tools & Equipment – Hire			X	R	60%	40%

1 Government Buying Standards

- 1.1 All Goods supplied under this Framework Alliance Contract shall comply with the Governments Buying Standards mandatory specifications. Evidence of compliance must be provided when requested by the Client or Additional Clients.
- 1.2 Supplier Alliance Members shall use best endeavours to provide products that meet Government Buying Standards best practice specifications and notify customers of this alternative where available.
- 1.3 The buying standards applicable to this Framework Alliance Contract can be found at:
[Sustainable procurement: the Government Buying Standards \(GBS\)](#)
- 1.4 The Government Buying Standards are updated and supplemented periodically; Supplier Alliance Members shall ensure that all Goods provided under this Framework Alliance Contract maintain compliance to the current and emerging mandatory specifications over the duration of the Framework Alliance Contract.

2 Sustainable Product Offering

- 2.1 In the pursuit of general sustainability good practice the Supplier Alliance Member shall ensure that they directly and through their supply chain and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.
- 2.2 The Supplier Alliance Member shall seek to provide sustainable product alternatives within their Core List. The Supplier Alliance Member must indicate within their Core List where there are alternative Goods that would provide greater sustainable benefits over the Goods lifetime.

3 Chemicals

- 3.1 The Supplier Alliance Member shall work towards ensuring that no chemicals of national concern are contained in any products being supplied under this Framework Alliance Contract. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed in Annex XVII of the REACH (Registration, Evaluation,

Authorisation and Restriction of Chemicals) Enforcement Regulations 2008 Regulation, as further amended. Information can be found at:

. [REACH \(Registration, Evaluation, Authorisation and restriction of](#)

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4 **Ecolabel Standard**

- 4.1 The EU Ecolabel scheme is a commitment to environmental sustainability and is currently a voluntary scheme, if at any point this scheme is amended or replaced (either by enhancement, another agreement or by alternative government arrangement) the Supplier Alliance Member shall comply with or support the alternative as specified. Information can be found at:

. [EU Ecolabel for Businesses - Ecolabel - EUROPA](#)

- 4.2 The European Commission released guidance at the end of June on EU Ecolabels awarded by the UK Competent Authority under the Withdrawal Agreement and transitional period. Companies with EU Ecolabelled-products awarded by the UK Competent Authority are presented with two options to maintain the validity of their EU Ecolabel licence on the European market after the transition period:

- Submit a new EU Ecolabel application to an EU Member State; or
- Arrange for a transfer of the Ecolabel certificate and relevant files from the UK Competent Authority to another EU Competent Authority. This option requires a contractual agreement between the company holding the EU Ecolabel certification, the UK Competent Authority and the Competent Authority of an EU Member State.

- 4.3 Products with the EU Ecolabel awarded by the UK Competent Authority which are placed on the European market before the end of the transition period are allowed to remain on the European market until it reaches the end-user. "Placing on the market" for this purpose means the first supply of a product for distribution, consumption or use. This means that UK producers can sell their products with EU Ecolabels to a UK distributor, who may distribute the product to the EU after the transition period. UK producers will have to maintain records to prove that the product was placed on the EU or UK market before the end of the transition period.

- 4.4 Use of the EU Ecolabel in Northern Ireland after the transition period is subject to special provisions under the Ireland/ Northern Ireland Protocol. A Northern Ireland Competent Authority (currently not designated) may award EU Ecolabels, however these products can only be placed on the market in Northern Ireland and not in the EU.

5 **Waste**

- 5.1 The Supplier Alliance Member shall ensure compliance against all relevant waste legislation including any updates, amendments or changes to this throughout the life of the Framework Alliance Contract and any new legislation that may come into force.
- 5.2 The Supplier Alliance Member shall ensure any 3rd parties involved in carrying waste generated from this Framework Alliance Contract are legally compliant to do so.

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- 5.3 The Supplier Alliance Member shall ensure that waste is taken to an authorised site for treatment or disposal. The Supplier Alliance Member shall undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party have their licence, permit, exemption revoked they shall inform the Client and Additional Client immediately and cease to carry and/or receive the waste, until they become authorised again.

6 REQUIREMENTS: Lot 1 Heavy Building Materials and One Stop Shop

6.1 Supplier Alliance Member must be able to provide and price all the items in the Core List "*Framework Prices*" (Pricing matrix) for all Lots 1-9.

6.2 The Supplier Alliance Member must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

[Environmental management : Waste - detailed information](#)

6.3 This lot does not require the Supplier Alliance Member to provide national coverage. Supplier Alliance Member are requested to state which areas of the country they can supply.

6.4 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.

6.5 The requirements listed within paragraphs 7 to 14 that are applicable to lots 2 to 9 are also applicable to lot 1.

6.6 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.

6.7 The Supplier Alliance Member must be capable of supplying a variety of softwoods e.g. pine, fir, and spruce.

6.8 The Supplier Alliance Member may be requested to supply both temperate hardwood e.g. Oak/Beech and tropical hardwood e.g. Ekki/Okan over the duration of this framework. The supply of temperate and tropical hardwood will be in accordance with the Additional Clients requirements at Project Contract stage and should not be made available in the Supplier Alliance Member Core List.

6.9 The Supplier Alliance Member must be capable of supplying timber in accordance with BS EN specifications (or equivalent) for visual and machine strength grading. Additional Clients will advise Supplier Alliance Member s the strength grading of sawn and machined timber at Project Contract stage.

6.10 The Supplier Alliance Member shall ensure that all timber or timber related products fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by full chain of custody evidence. This policy can be found online at:

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. [Timber Procurement Policy \(TPP\): prove legality and sustainability](#)

- 6.11 Acceptable tolerances for timber Supplied by the Supplier Alliance Member to Additional Clients will be as defined by for *BS EN 1313-2: 1999. Round and sawn timber. Permitted deviations and preferred sizes. Hardwood sawn timber*. Additional Clients will advise Supplier Alliance Member at the Project Contract stage.

6.12 Requirements for Timber

- 6.12.1 All Supplier Alliance Member must comply with Timber Procurement Advice Note

. [Timber Procurement Policy \(TPP\) guidance and support](#)

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- 6.12.2 All Timber and wood-derived products for supply or use in performance of the Framework Alliance Contract and any Project Contract must be independently verifiable and come from:

- . a) a legal source; and
- . b) a sustainable source, which can include a FLEGT-licensed or equivalent source.

6.13 Requirements for proof of Timber Origin

- 6.13.1 Management of the forest or plantation shall be audited at intervals confirming ongoing good forest management and by organisations with appropriate forest management experience that are independent of the organisation that holds timber harvest and/or management rights for that forest.

- 6.13.2 The Supplier Alliance Member shall provide to the Client and/or the Additional Client evidence from any of the following categories:

- . i) Category A evidence: Certification under a scheme recognised by the UK government as meeting the criteria set out in the document entitled 'UK Government Timber Procurement Policy: Criteria for Evaluating Certification Schemes (Category A Evidence)' available on the government website [Timber Procurement Advice Note](#)

. which reflects the criteria for legal and sustainable set out in the document entitled UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement' available here

. [Timber Procurement Advice Note](#)

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. The edition current on the day the contract is awarded shall apply. A list of assessed certification schemes that currently meet the government's requirements can be found here

. [Forest certification schemes: validity checklist](#)

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. Acceptable schemes must ensure that at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

. ii) Category B evidence: Documentary evidence, other than Category A evidence and FLEGT (or equivalent) evidence, that provides assurance that the source meets the criteria set out in the document entitled 'UK Government Timber Procurement Policy: Framework for Evaluating Category B Evidence' Defra available here which reflects

. [Framework for evaluating category B evidence](#)

. the criteria for legal and sustainable set out in 'UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement'. The edition current on the day the Project Contract is awarded shall apply. Such Category B evidence may include, for example, independent audits and declarations by the Supplier Alliance Member or suppliers or subcontractors. Where Category B evidence is to be relied on, the Supplier Alliance Member is required to notify the Client and/or the Additional Client of the source or sources of all virgin Timber and wood-derived products supplied. Source in this context means the forest or plantation where the trees were grown and all subsequent places of delivery through the supply chain prior to receipt of the Timber and wood-derived product by the Client and/or the Additional Client. The Supplier Alliance Member shall separately identify virgin Timber and wood-derived products supplied from forests and plantations that are claimed to be subject to sustainable timber production and shall submit to the Client and/or the Additional Client documentation in respect of such wood to confirm that the criteria for sustainable production set out in this specification have been met. If mixing is unavoidable within the supply chain, then sources can still be accepted provided that there are adequate controls in place and at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

. ii) FLEGT evidence:

- Evidence of Timber and wood-derived products being exported from a timber-producing country that has signed a bilateral Forest Law Enforcement, Governance and Trade (FLEGT) Voluntary Partnership Agreement (VPA) with the European Union and which have been licensed for export by the producing country's government. Evidence of equivalence to FLEGT-licensed (for the purposes of the definition of sustainable) may include Timber and wood-derived products that have been independently verified as meeting all the producing country's requirements for a FLEGT licence (in due course), where a VPA has been entered into but the FLEGT licensing system is not fully operational, or

- Evidence from a country that has not entered into a VPA which demonstrates that all of the requirements equivalent to FLEGT-licensed timber have been met. FLEGT-licensed Timber and wood-derived products which have been processed in a third country may also be acceptable, provided that they demonstrate compliance with the TPP definition of Legal and Sustainable (where equivalent to FLEGT-licensed can be evidence of meeting the definition of Sustainable).

6.13.3 Requirements for Timber All Timber and wood-derived products supplied or used by the Supplier Alliance Member in performance of this Framework Alliance Contract and any Project Contract contracts (including all Timber and wood-derived products supplied or used by subcontractors) shall originate from a forest source where management of the forest has full regard for:

- (i) Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (ii) Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (iii) Safeguarding the basic labour rights and health and safety of forest workers.

6.13.4 Requirements for evidence for Proof of Timber Origin certification

6.13.4.1 If requested by the Client and/or the Additional Client the Supplier Alliance Member shall provide evidence that the Timber and wood-derived products supplied or used in the performance of the Project Contract complies with the requirements of the social criteria defined in 6.12.3.

6.13.4.2 The Client and/or the Additional Client reserves the right at any time during the execution of the Framework Alliance Contract and for a period of 6 years from final delivery under the Project Contract to require the Supplier Alliance Member to produce the evidence required for inspection within 14 days of the written request.

6.13.4.3 The Supplier Alliance Member shall maintain records of all Timber and wood-derived products delivered to and accepted by the Additional Client. Such Defra information shall be made available to the Client and/or the Additional Client if requested, for a period of 6 years from final delivery under the Project Contract.

6.13.4.4 The Client and Additional Clients shall require the Supplier Alliance Member to provide evidence of the source of the timber supplied over the duration of this Framework Alliance Contract in accordance with CPET timber evidence categorisations.

6.13.4.5 Additional Clients may require the Supplier Alliance Member to provide Recycled timber, including hardwood where possible. Recycled timber is defined as 'wood that prior to being supplied to the Additional Client had an end use as a standalone object or as part of a structure. It covers pre-consumer recycled wood and wood fibre, industrial by-products but excluding sawmill co-products, post-consumer recycled wood and wood fiber, and driftwood'. This will be determined at the Project Contract stage by the Additional Client.

6.14 Additional Clients may require additional services which will be determined at the Project Contract stage. The scope of additional services is as follows:

- (i) Imprest van stock
- (ii) Dedicated counter service at a local branch
- (iii) Managed Stores solution
- (iv) On Site Stores solution
- (v) Measuring Service

6.15 Ministry of Defence (MOD) Specific Requirement

6.15.1 The Supplier Alliance Member must be aware that the MOD has specific local requirements that will be determined during the Project Contract stage.

6.15.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier Alliance Member must be willing to review and agree to this SEMS. The Supplier Alliance Member must confirm its acceptance to its responsibilities under the SEMS during a Project Contract Stage with the MOD.

7 LOT SPECIFIC REQUIREMENTS: Lot 2 Plumbing, Heating and Bathrooms

7.1 Supplier Alliance Member must be able to provide and price all the items in the Core List Framework Prices.

7.2 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.

7.3 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.

7.4 The Supplier Alliance Member must identify Goods which are approved by the Water Regulatory Advisory Scheme (WRAS)

7.5 Pipes

7.5.1 Copper Tube shall conform to BS 2871: Part 1. Copper tube fitting shall conform to BS 864. Copper alloy fittings shall conform to BS 864.

7.5.2 Stainless steel tubing shall conform to BS 4127.

7.5.3 Plastic pipe should be in accordance with BS 3505.

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- 7.5.4 Polyethylene (PE) Pipelines for the supply of drinking water should be in accordance with CP312: Part 3. Requirements for pipes are specified in BS 1972 (above ground use), BS 6437 (general purposes) and BS 6572 (below ground use, up to size 63). Copper alloy compression fittings for use with PE pipe should be in accordance with BS 864 : Part 3 and joints should conform to BS 5114.
- 7.5.5 Propylene copolymer (PP) cannot be solvent welded. Pipe for drinking water use should conform to series 1 of BS 4991.
- 7.5.6 Thermal insulating materials shall conform to BS 5422
- 7.6 **Cisterns & Floats**
 - 7.6.1 Cold water storage cisterns in PP conforming to BS 4213 are suitable for storage and expansion purposes.
 - 7.6.2 Floats in PP for float-operated valves should conform to BS 2456.
 - 7.6.3 Taps conforming to BS 5413 and float-operated valves conforming to BS 1212: Part 3 are suitable.
 - 7.6.4 Pipes and fittings made from polybutylene (PB) shall conform to BS 7291: Parts 1 & 2. Pipes and fittings made from chlorinated polyvinyl chloride (PVC-C) shall conform to BS 7291: Parts 1 & 4.
- 7.7 **Stop valves**
 - 7.7.1 British Standards for stop valves 50mm or smaller above ground shall conform to BS 1010: Part 2, BS 2580 & BS 5433. 50mm or smaller below ground shall conform to BS 2580 & BS 5433. 50mm or larger above or below ground shall conform to BS 5163.
- 7.8 **Meters**
 - 7.8.1 Meters shall conform to BS 5728 : Part 1, with suitable connectors to facilitate future meter changes without the use of heat or major disturbance of the pipework.
- 7.9 **Storage Vessels**
 - 7.9.1 Hot water storage vessels shall conform to BS 699, BS 853, BS 1566: Parts 1 and 2, BS 3198 or BS 7206, as appropriate.
 - 7.9.2 Feed cisterns, expansion cisterns, combined feed and expansion cisterns and expansion vessels shall conform to BS 417, BS 4213, BS 4814 or BS 6144, as appropriate.
- 7.10 **Boilers**
 - 7.10.1 If the gas heater is not fitted with a CE mark, boilers and associated equipment shall conform to the following British Standards as applicable: BS 1252 BS 1894 BS 3376 BS 3377 BS 3378 BS 4433 BS 4834 BS 4876 BS 5258 : Parts 1, 8 and 15 BS 5871 : Part 1 BS 6798.
 - 7.10.2 Circulating pumps shall conform to BS 1394: Part 2 and BS EN 60335-2-51.

- 7.10.3 Sufficient draining taps conforming to BS 1010 or BS 2879 shall be fitted in accessible positions for draining the entire system.
- 7.10.4 Pressure relief valves, temperature relief valves and combined temperature and pressure relief valves, check valves, pressure reducing valves, anti-vacuum valves and pipe interrupters shall be fitted in accordance with 2.4 and 2.6 and shall conform to the relevant Part or Parts of BS 6280, BS 6281, BS 6282 and BS 6283.
- 7.11 **Water Heaters**
 - 7.11.1 Electric wiring shall be in accordance with BS 7671.
 - 7.11.2 Electric instantaneous water heaters shall conform to BS EN 60335-2-35 and electric storage heaters shall conform to BS EN 60335-2-21.
- 7.12 **WC**
 - 7.12.1 Every WC pan shall satisfy the flushing requirements of BS 5503 : Part 2 when used with the flushing apparatus installed.
- 7.13 **Ministry of Defence (MOD) Specific Requirement**
 - 7.13.1 The Supplier Alliance Member must be aware that the MOD has specific local requirements that will be determined during the Project Contract stage.
 - 7.13.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier Alliance Member must be willing to review and agree to this SEMS. The Supplier Alliance Member must confirm its acceptance to its responsibilities under the SEMS during a Project Contract Stage with the MOD.

8 **LOT SPECIFIC REQUIREMENTS: Lot 3 Electrical Products**

- 8.1 Supplier Alliance Member must be able to provide all the Goods listed in the Core List Framework Prices.
- 8.2 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.
- 8.3 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.
- 8.4 The Supplier Alliance Member must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:
 - <https://www.gov.uk/environmental-regulations>
- 8.5 Conformity to the following British Standards shall be adhered to:
 - 8.5.1 **Electrical and Power**

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- 8.5.1.1 BS EN 61439 Low-voltage switchgear and control gear assemblies.
- 8.5.1.2 BS 5266 Parts 1 to 10 also BS EN 50172 Code of practice for emergency lighting.
- 8.5.1.3 BS 5424 Parts 2 and 3, also IEC 60158 part 3 Specification for low voltage control gear.
- 8.5.1.4 BS EN 60422 Monitoring and maintenance guide for mineral insulating oils in electrical equipment.
- 8.5.1.5 BS 5839 Parts 1 - 11, also PD6531:2010 Fire detection & alarm systems for buildings.
- 8.5.1.6 BS EN 60079-30-2 Electric surface heating.
- 8.5.1.7 BS 6423 Code of practice for maintenance of electrical switchgear and control gear for voltages up to and including 1 kV.
- 8.5.1.8 BS6626 Code of practice for maintenance of electrical switchgear and control gear for voltages above 1 kV and up to and including 36 kV.
- 8.5.1.9 BS EN 62305 4 parts Code of practice for protection of structures against lightning.
- 8.5.1.10 BS 7375 Code of practice for distribution of electricity on construction and building sites.
- 8.5.1.11 BS 7430 Code of practice for earthing.
- 8.5.1.12 BS 7671 Requirements for electrical installations. IEE Wiring Regulations. current edition.
- 8.5.1.13 BS 7909 Code of practice for temporary electrical systems for entertainment and related purposes.
- 8.5.1.14 BS EN 50110 parts 1 & 2 Operation of electrical installations.
- 8.5.1.15 IEC 60479 Parts 1 - 4 (also PD6519) Guide to effects of current on human beings and livestock.
- 8.5.1.16 BS EN 60529 Specification for degrees of protection provided by enclosures (IP code).
- 8.5.1.17 BS EN 60947 Parts 1 - 8 Specification for low voltage switch gear and control gear.

8.5.2 **Electrical Appliances**

- 8.5.2.1 BS1362 Specification for general purpose fuse links for domestic and similar purposes
- 8.5.2.2 BS 1363 Parts 1 - 5 13 A plugs, socket-outlets and adaptors
- 8.5.2.3 BS EN (IEC) 60309, Parts 1,2 & 4 Plugs, socket-outlets and couplers for industrial purposes.
- 8.5.2.4 BS EN 60320 Parts 1 & 2 Appliance couplers for household and similar general purposes.
- 8.5.2.5 BS EN 60335 Specification for safety of household and similar electrical appliances.

8.6 **Ministry of Defence (MOD) Specific Requirement**

- 8.6.1 The Supplier Alliance Member must be aware that the MOD has specific local requirements that will be determined during the Project Contract stage.
- 8.6.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier Alliance Member must be willing to review and agree to this SEMS. The Supplier Alliance Member must confirm its acceptance to its responsibilities under the SEMS during a Project Contract Stage with the MOD.

9 **LOT SPECIFIC REQUIREMENTS: Lot 4 Paints and Solvents**

9.1 Supplier Alliance Member must be able to provide all the Goods listed in the Core List Framework Prices.

9.2 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.

9.3 The Supplier Alliance Member should be able to provide colours that meet the specification of RAL and British Standards colour charts.

9.4 The Supplier Alliance Member must be able to offer a colour match service to Additional Clients that will be determined during the Competitive Award Procedure.

9.5 The Supplier Alliance Member must be able to offer paint and solvents in a variety of sizes in line with the Additional Clients requirements at Project Contract stage.

9.6 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.

9.7 The Supplier Alliance Member must ensure that all safety information data sheets are available to Additional Client when selecting Goods. All deliveries shall include copies of all safety information data sheets relevant to the goods e.g. Certification data - British Board of Agreement (BBA) or equivalent.

9.8 The Supplier Alliance Member must work towards ensuring that no chemicals of national concern are contained in any products being supplied under this Framework Alliance Contract. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed in Annex XVII of the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations 2008 Regulation, as further amended. Information can be found at:

<https://www.hse.gov.uk/index.htm>

9.9 Awareness of the Control of Substances Hazardous to Health Regulations 2002 (COSHH) and Material Safety Data Sheets is required.

9.10 Compliance with UK REACH and / or EU REACH. Companies supplying and purchasing substances, mixtures or articles to and from the EU/EEA/ Northern Ireland and Great Britain (England, Scotland and

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Wales) shall ensure relevant duties are met under both pieces of legislation. Under the Northern Ireland Protocol the EU REACH regulation continues to apply to Northern Ireland while UK REACH provides the regulatory framework for chemicals in GB.

10 LOT SPECIFIC REQUIREMENTS: Lot 5 Flooring

- 10.1 Supplier Alliance Member must be able to provide all the Goods listed in the Core List Framework Prices.
- 10.2 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.
- 10.3 Additional Clients may require the following services which will be determined at the Project Contract stage:
- (i) Measuring Service
 - (ii) Samples
 - (iii) Installation and Fitting Service
- 10.4 The Supplier Alliance Member shall be required, if applicable, to provide installation rates within the Non-Core section of the Framework Proposals which will be non-evaluated.
- 10.5 The Supplier Alliance Member must be capable of product matching on behalf of Additional Client where replacement products are required as part of refurbishment works.
- 10.6 The Supplier Alliance Member must cover the cost of any samples provided to the Additional Client.
- 10.7 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.
- 10.8 Floor screeds and other in-situ floor bases shall comply with the requirements of BS5325, BS8203, BS8204, BS8201 and BS8245.
- 10.9 BS 8203:2017 Installation of Resilient Floor Coverings - Code of Practice, BS5325:2001 Installation of Textile Floor Coverings - Code of Practice and BS8210:2011 Installation of flooring of wood and wood-based panels - Code of Practice.
- 10.10 The Supplier Alliance Member must ensure that all safety information data sheets are available to Additional Client when selecting Goods. All deliveries shall include copies of all safety information data sheets relevant to the goods e.g. Certification data - British Board of Agreement (BBA) or equivalent.
- 10.11 The Supplier Alliance Member must work towards ensuring that no chemicals of national concern are contained in any products being supplied under this Framework Alliance Contract. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed in Annex XVII of the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations 2008 Regulation, as further amended. Information can be found at:

<https://www.hse.gov.uk/index.htm>

- 10.12 Awareness of the Control of Substances Hazardous to Health Regulations 2002 (COSHH) and Material Safety Data Sheets is required.
- 10.13 Compliance with UK REACH and / or EU REACH. Companies supplying and purchasing substances, mixtures or articles to and from the EU/EEA/ Northern Ireland and Great Britain (England, Scotland and Wales) shall ensure relevant duties are met under both pieces of legislation. Under the Northern Ireland Protocol the EU REACH regulation continues to apply to Northern Ireland while UK REACH provides the regulatory framework for chemicals in GB.

11 **LOT SPECIFIC REQUIREMENTS: Lot 6 Kitchens Domestic**

11.1 Supplier Alliance Member must be able to provide all the Goods listed in the Core List Framework Prices.

11.2 The Supplier Alliance Member must be capable of product matching on behalf of Additional Client where replacement products are required as part of refurbishment works.

11.3 Additional Clients may request the Supplier Alliance Member to Source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.

11.4 The Supplier Alliance Member must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

<https://www.gov.uk/environmental-regulations>

11.5 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List.

11.6 Quality standard BS6222 Part 2 Level H (Heavy Domestic Rating.)

11.7 All manufactured from certifiably sourced materials in compliance with UK timber regulations.

11.8 Additional Clients may require the following services which will be determined at the Project Contract stage:

- (iv) Measuring Service
- (v) Samples
- (vi) Installation and Fitting Service

11.9 **Ministry of Defence (MOD) Specific Requirement**

11.9.1 The Supplier Alliance Member must be aware that the MOD has specific local requirements that will be determined during the Project Contract stage.

11.9.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier Alliance Member must be willing to review and agree to this SEMS. The Supplier Alliance Member must confirm its acceptance to its responsibilities under the SEMS during a Project Contract Stage with the MOD.

12 **LOT SPECIFICATION & REQUIREMENTS: LOT 7 - Personal Protective Equipment (Workwear, General and Specialist)**

12.1 This specification is for the provision of a broad range of personal protective equipment (PPE), specialist PPE and work wear clothing, including generic and specialised for all Additional Clients listed in the relevant Contract Notice.

12.2 Supplier Alliance Member must be able to provide all the goods listed in the Core List Framework Prices.

12.3 All goods, must be of a quality that meets the relevant statutory legislation e.g. all relevant British or European Standards or other International Standards where applicable (including CE marking)

12.4 Additional Clients may require additional services which will be determined at the Project Contract stage. The scope of additional services is as follows:

- i. Measuring Service
- ii. Sample/Loan Goods
- iii. Repairs and Maintenance
- iv. Servicing
- v. Face Fitting Service
- vi. Try for Fit at local branches
- vii. Made to Measure Service
- viii. Logo/Embroidery provision

12.5 The Supplier Alliance Member must be able to offer the spares and consumables associated to any of the goods supplied within their Core List.

12.6 Additional Clients may request the Supplier Alliance Member to Source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure. Non-Core Offerings must fall within scope of the Lot, Personal Protective Equipment (work wear, general and specialist).

13 **LOT SPECIFICATION & REQUIREMENTS: Lot 8 Building and Construction Tools & Equipment – Purchase**

13.1 The supply, transportation, offloading and delivery of Building and Construction Tools & Equipment - Purchase, including portable tooling

and plant which can be safely handled by one operator without the need for assistance.

13.2 Supplier Alliance Member must be able to provide all the Goods listed in the Core List Framework Prices.

13.3 Additional Clients may request the Supplier Alliance Member to Source products outside of the scope of the Core List. The Non-Core Products shall be subject to a Competitive Award Procedure.

13.4 The Supplier Alliance Member must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

. <https://www.gov.uk/environmental-regulations>

13.5 The Supplier Alliance Member must be able to offer the spares and consumables associated with any of the Goods supplied within their Core List.

13.6 The Supplier Alliance Member must provide general and specific safety, technical and legislative support across the range of products categories.

13.7 The Supplier Alliance Member may be requested to provide demonstrations of, and training sessions on how to use the Goods Supplied in accordance with the Additional Client's requirements at the Project Contract stage.

13.8 Technical data sheets must be supplied by the Supplier Alliance Member in soft and/or hard copies at Additional Clients request.

13.9 The Supplier Alliance Member must provide calibration certificates at the request of the Additional Client at the Project Contract stage.

13.10 Any equipment sold which comes under either PUWER (Provision and use of work equipment regulations) or LOLER (Lifting operations and lifting equipment regulations) must have up to date certification.

13.11 The Supplier Alliance Member must ensure that all plant supplied complies with the Control of Vibration at Work Regulations 2005 (SI 2005/1093).

13.12 Ministry of Defence (MOD) Specific Requirement

13.12.1 The Supplier Alliance Member must be aware that the MOD has specific local requirements that will be determined during the Project Contract stage.

13.12.2 The MoD will require Goods supplied over the duration of this Framework Alliance Contract to operate in various environmental conditions e.g.in temperatures from -40 to +40 degrees Celsius and in all atmospheric conditions i.e. dry, humid, wet, dusty and icy. These goods will also be used next to forges and welding equipment as well as on aircraft, ships, vehicles and submarines. These goods will be specified by the Additional Client at Project Contract stage.

13.12.3 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier Alliance Member

must be willing to review and agree to this SEMS. The Supplier Alliance Member must confirm its acceptance to its responsibilities under the SEMS during a Project Contract Stage with the MOD.

13.12.4 The Supplier Alliance Member must develop a hazard log in conjunction with the MOD that will be determined during the Project Contract stage.

13.12.5 All Goods supplied to the MOD must be covered by a minimum 12 month guarantee for use in an industrial environment; this will be specified by the Additional Client at Project Contract stage.

14 **LOT SPECIFIC REQUIREMENTS: Lot 9 Building and Construction Tools & Equipment – Hire**

14.1

he supply, transportation, offloading, delivery, collection, erection, dismantling and connections (where required) of Building and Construction Tools & Equipment, including portable tooling, plant and temporary structures which can be safely handled by one operator without the need for assistance. The provision of an equipment driver / operator is not covered within this Framework Alliance Contract.

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14.2

his lot does not require the Supplier Alliance Member to provide national coverage. Supplier Alliance Member are requested to state which areas of the country they can supply.

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14.3

dditional Clients can agree extension of hire period charges with the Supplier Alliance Member at Project Contract Stage.

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14.4 Additional Clients may request the Supplier Alliance Member to source products outside of the scope of the Core List. The Non-Core List shall be subject to a Competitive Award Procedure.

14.5

Supplier Alliance Member must be able to provide all the goods listed in the Core List Framework Prices.

14.6

he Supplier Alliance Member must be able to offer the spares and consumables associated with any of the goods supplied within their Core List, where applicable.

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14.7

he Supplier Alliance Member must not supply equipment that exceeds 4 years of age and should ensure that equipment is of a commercial/industrial grade.

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14.8

he Supplier Alliance Member must ensure that all equipment is complete, in good state of repair, full working order, free of fuel or hydraulic oil leaks/seepage and will not produce unnecessary noise or air pollution.

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14.9 The Supplier Alliance Member shall provide leak containment equipment or others suitable for capture spills or leaks at the point of hire for equipment with the potential to leak or spill.

14.10

he Supplier Alliance Member must ensure that all equipment supplied is provided with suitable written (in hard and/or soft copies) instructions, including:

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- a) handbook for the specific item
 - b) a record of pre hire inspection that demonstrates that the item equipment has been serviced and maintained in accordance with manufacturers requirements and is in a safe and suitable condition for use.
- 14.11 The Supplier Alliance Member must provide the Additional Client with a minimum of at least two weeks' notice of any servicing and inspection work necessary during the hire period so that such work can be carried out at times to suit the convenience of the Additional Client.
- 14.12 In delivery, the Supplier Alliance Member must provide the Additional Clients personnel with familiarisation/ training on the specific make and model of equipment and any ancillary items and attachments.
- 14.13 The Supplier Alliance Member must be capable of providing the relevant consumables with the hired small tool and/ or plant.
- 14.14 The Supplier Alliance Member must ensure that all plant supplied complies with the Control of Vibration at Work Regulations 2005 (SI 2005/1093).
- 14.15 **Availability**
 - 14.15.1 The Supplier Alliance Member must have an operating model which facilitates easy access to collection / delivery of tools and equipment within the areas of supply.
 - 14.15.2 Tools and equipment must be available for collection/delivery during 0730 – 1730 hours.
 - 14.15.3 The Supplier Alliance Member must be able to deliver all tools and equipment to site within 24 hours from receipt of Order.
 - 14.15.4 The Supplier Alliance Member may be requested to facilitate an incident response service where tool, equipment and repairs must be made available at maximum of 4 hours from order 24 hours a day 7 days a week. This will be determined by the Additional Client at the Project Contract stage.
 - 14.15.5 The Supplier Alliance Member must replace faulty tools and equipment supplied to an Additional Client within 4 hours of being notified free of charge.
 - 14.15.6 Any equipment Hired which comes under either PUWER (Provision and use of work equipment regulations) or LOLER (Lifting operations and lifting equipment regulations) must have up to date certification.
- 14.16 **Hire Periods**
 - 14.16.1 The Supplier Alliance Member must be able to offer various hire durations for their Core List of items. The duration of hire periods will vary in length and are defined for the purposes of this Framework Alliance Contract as:
 - a) Daily Hire
 - b) Weekly Hire (1 week)
 - c) Monthly Hire (1-3 months)
 - d) Long Duration (3-12 months)

e) Duration Covering Life of Asset (Maximum 4 years)

- 14.16.2 The hire period is expected to commence at point of transfer of the tools and equipment from the Supplier Alliance Member to the Additional Client.
- 14.16.3 The hire period should end at point of transfer of the plant to the Supplier Alliance Member. If the tools and/or equipment is to be collected, the hire period must end at the collection time agreed with the Additional Client.
- 14.16.4 Where hire of the tools and/or equipment falls into the subsequent hire period, it is expected that the lowest price should be honoured e.g. where equipment is hired on a daily rate but subsequently falls into a weekly hire, the lowest price must be charged by the Supplier Alliance Member.

14.17 Additional Services - Mobile Tool Hire Unit

- 14.17.1 The Supplier Alliance Member may be requested by Additional Clients to provide a mobile tool hire unit. This must be determined by the Additional Client at Project Contract stage.
- 14.17.2 The Supplier Alliance Member must ensure that the mobile tool unit provided to an Additional Client is an unmanned automated unit that the Supplier Alliance Member can stock to the Additional Client's requirements.
- 14.17.3 The Supplier Alliance Member must have the capability to locate the unit at a location specified by the Additional Client at the Project Contract stage.
- 14.17.4 The Supplier Alliance Member must ensure that the unit is secured and access is gained by a secure method.
- 14.17.5 The Supplier Alliance Member must provide a system that allows Additional Clients to track usage and cost of equipment on hire at no additional cost.
- 14.17.6 The Supplier Alliance Member must ensure that there is a process in place for replacing damaged tools and servicing equipment.
- 14.17.7 The provision at Project Contract stage to also request installation of Plant and Equipment.

APPENDIX 4 – SERVICE SPECIFICATION

Service Specification

This Service Specification sets out the characteristics of the deliverables that the Supplier Alliance Member shall be required to make available to the Client and Additional Clients under this Crown Commercial Service (CCS) Building Materials and Equipment Framework Alliance Contract.

The Supplier Alliance Member is only able to provide the deliverables for the Lot(s) to which it has been appointed.

The scope for this CCS Building Materials and Equipment Framework Alliance Contract is for the supply, supply and installation and / or hire of a range of building materials and equipment as relevant to the Lot.

The Supplier Alliance Member shall have the ability to supply, supply & install and / or hire and erect a wide range of building materials and equipment consistent with the Lots in which it has a place.

This Framework Alliance Contract comprises of 9 lots as follows:

o	Lot Name	Supply Only	Supply & Install	Hire	National (N) or Regional (R)	Weightings	
						Price	Quality (inc. Social Value)
1	Heavy Building Materials and 'One Stop Shop'	X		X	R	40%	60%
2	Plumbing, Heating & Bathrooms	X			N	60%	40%
3	Electrical Products	X			N	60%	40%
4	Paints and Solvents	X			N	60%	40%
5	Flooring	X	X		R	60%	40%
6	Kitchens (Domestic)	X			N	60%	40%
7	Personal Protective Equipment	X			N	60%	40%

	(Workwear, General and Specialist)						
8	Building and Construction Tools & Equipment – Purchase	X			N	60%	40%
9	Building and Construction Tools & Equipment – Hire			X	R	60%	40%

SERVICE SPECIFICATION

1. Legislation and Policy

1.1 The Supplier Alliance Member shall be aware of and ensure compliance to all relevant current and future legislation, policy and standards including but not limited to:

a) Legislation;

- . ISO 9001 - Quality Management
- . ISO 10007:2017 - Quality management systems
- . ISO 14001 - Environmental Management
- . ISO 45001 - Occupational Health and Safety Management
- . Cyber Essentials or Equivalent

b) Regulations;

- . All Regulations reasonably relating to the supply, supply and installation and / or hire of the goods and / or services provided.

c) Standards;

- . All Regulations reasonably relating to the supply, supply and installation and / or hire of the goods and / or services provided.

(d) Policy;

- . Building on the Government Construction Strategy 2016-2020, the Supplier Alliance Member shall follow the policies set out in The Construction Playbook. The Supplier Alliance Member shall support the adoption

of measures aimed to improve efficiency and value for money to assist in the achievement of the targets set out in The Construction Playbook at both Framework Contract and Project Contract level.

The Construction Playbook has a number of key priorities. The *Supplier Alliance Member* shall provide support for committed to delivering better, faster and greener solutions that support and build the economy of the future while improving building and workplace safety, through measures such as;

- i. Setting clear and appropriate outcome based specifications that are designed to drive continuous improvement and innovation
- ii. Standardising designs, components and interfaces
- iii. Driving innovation and Modern Methods of Construction
- iv. Advancing digital and data capability;
- v. Creating sustainable, win-win contracting arrangements that incentivise better outcomes
- vi. Strengthening the financial assessment of suppliers and prepare for the rare occasions when things go wrong
- vii. Increasing the speed of end-to-end project and programme delivery
- viii. Improving building and workplace safety
- ix. Taking strides towards 2050 net zero commitment and focus on a whole life carbon approach
- x. Promoting social value

1.2 Insurance

- 1.2.1 Supplier Alliance Members should refer to Clause 12 of the Building Materials and Equipment Framework Alliance Contract. PI insurance is not a requirement at framework level but may be required at Project Contract level.

2 Orders and Pre Contract Activities

- 2.1 The Supplier Alliance Member shall provide, implement, operate and maintain a clearly defined process for the management of estimating service enquires, mini competition tendering, purchase orders, complaints, and requests for advice at Project Contract Level.

3 Customer Service Function

- 3.1 The Supplier Alliance Member shall manage and maintain a customer service function to address and respond to any orders, enquiries, complaints and request for advice from the following parties, but not limited to:

- (a) Client

- (b) Additional Clients
- 3.2 The Supplier Alliance Member shall ensure the customer service function supports the management of Additional Client orders, enquiries, complaints, and requests for advice through all means of communication, including but not limited to:
 - (a) Online catalogue systems
 - (b) email
 - (c) letter
 - (d) telephone
- 3.2.1 The Supplier Alliance Member shall not supply goods to an Additional Client without an official Purchase Order unless payment is made via a Public Sector Card (PSC).
- 3.3 The Supplier Alliance Member shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
- 3.4 The Supplier Alliance Member shall ensure that the employees within its customer service function, including branch managers, have the relevant skills and knowledge of the Deliverables, Additional Clients relations and relevant technology, to address and resolve all enquiries, complaints and advice and support requests to the satisfaction of the Additional Client.
 - 3.4.1 The Supplier Alliance Member shall provide and maintain an appropriate level of customer service to comply with the Project Contract.
 - 3.4.2 The customer service function shall be staffed and operational from Monday to Friday (excluding Bank Holidays) inclusive, between the hours of 09:00 hrs to 17:00 hrs as a minimum. Additional Clients who may require extended operational hours will specify their requirement within the Project Brief and Project Contract.
 - 3.4.3 The Supplier Alliance Member shall provide an automated system out of these hours through a dedicated phone number and/or email address.
 - 3.4.4 The Supplier Alliance Member shall ensure all queries received are acknowledged within 2 working days.
 - 3.4.5 Supplier Alliance Members on Lot 1, Lot 8 and Lot 9 are required to supply a contact list for each of their branches. This must include a telephone number and email address for each branch & branch manager.
 - 3.4.6 Supplier Alliance Members on Lot 1, Lot 8 and Lot 9 shall ensure appropriate training & knowledge requirements are given to Branch Managers & key staff to ensure the smooth working of the framework.

3.5 Complaints Handling

- 3.5.1 The Supplier Alliance Member shall have an established and auditable complaints handling procedure. This procedure shall include but not limited to
 - a) logging,
 - b) investigating,
 - c) managing,
 - d) escalating and
 - e) resolving complaints.
- 3.5.2 The Supplier Alliance Member shall review and monitor the quality of the complaints handling procedure and shall introduce improvements to the procedure based on such reviews as part of continuous improvement.
- 3.5.3 If requested by the Client and/or the Additional Client, the Supplier Alliance Member shall provide visibility of its complaints handling systems and shall provide a summary report on complaints received in line with agreed timescales.
- 3.5.4 The Supplier Alliance Member shall log and respond to acknowledge each complaint within 2 working days of receipt.
- 3.5.5 The Supplier Alliance Member shall resolve each complaint within the agreed number of working days of the complaint being raised and shall notify the Additional Clients if the complaint has not been resolved within this timescale.
- 3.5.6 The Supplier Alliance Member shall ensure that increases in demand are managed effectively to safeguard capacity in order to protect the Additional Clients requirements throughout the procurement cycle, this includes but is not limited to ensuring the quality of the product and/or service is not compromised.
- 3.5.7 The Supplier Alliance Member shall provide a consistent high level of service to each Additional Client, irrespective of size and scope of the Project Contract

3.6 Account Management

- 3.6.1 The Supplier Alliance Member shall identify and appoint a suitably qualified nominated contact (the "Framework Manager") , as well as a suitably qualified deputy to act in their absence, within five (5) working days of the commencement of a Project Contract
- 3.6.2 The Supplier Alliance Member shall send the Additional Client the contact details (name, email and telephone) of the designated Framework Manager for each Project Contract
- 3.6.3 The deputy account manager shall have the same powers, authority and discretion as the Framework Manager to avoid any interruptions to the compliance with the Project Brief.
- 3.6.4 The customer service function shall liaise with the Framework Manager to ensure a comprehensive handover, including the

Form of Order in Appendix 3 of Framework Alliance Contract-1 is complete together with the relevant Project Contract.

- 3.6.5 The Framework Manager shall be responsible for ensuring Additional Client satisfaction is maintained for the duration of the Project Contract and work collaboratively with the Additional Client to resolve issues which may affect satisfaction.
- 3.6.6 The Supplier Alliance Member shall monitor and record the performance of the Framework Manager for the duration of each Project Contract, and shall identify areas for performance improvement including any training needs.

4 **Supply Chain**

- 4.1 The Supplier Alliance Member shall ensure the coordination of all outputs provided by its supply chain in achieving the Deliverables, and shall effectively manage all interface risks to provide a seamless service for all Project Contracts for Additional Clients.
- 4.2 The Supplier Alliance Member shall manage its Supply Chain to ensure that the required provision of the deliverables are consistently achieved.
- 4.3 The Supplier Alliance Member is required to evidence its use of small and medium enterprises (SMEs) and Supported Factories in their supply chain and should indicate in their tender response how they plan to increase the use of SMEs throughout their supply chain where applicable and will be measured through the management of the framework.

5 **Pricing Structure, Fluctuations and Catalogue Requirements**

- 5.1 The pricing structure for all lots 1 to 9 in this Framework Alliance Contract will comprise of two (2) elements:
 - a) **Core List:** Core list is defined as the items submitted by the Supplier Alliance Member as part of its bid submission.
 - b) **Non-Core List:** The Non-Core List is defined as products and services that an Additional Client may require over the duration of the Framework Alliance Contract and are not included within the Core List but are included within the scope of the Lot. The Non-Core List of discount rates and charges for services will not be evaluated at Framework level.
- 5.1.1 The products and services listed in "*Framework Prices*" shall become the Core List and Non-Core List for each of the Lots.
- 5.1.2 The Supplier Alliance Member shall:
 - (a) work with the Client to ensure that all products in the Core List for each Lot are available from the Framework Alliance Contract Start Date, and throughout the Framework Alliance Contract Period.
 - (b) work with the Client to review the Core List for each Lot to ensure it continually reflects the highest volume items purchased by the Additional Client or that are no longer relevant to Additional Clients or the market, and that should be considered for removal from the Core List.

- (c) reviews will take place in accordance with Framework Schedule 7 (Framework Management).
- (d) work with the Client to identify further opportunities to rationalise and standardise the products included in the Core List for each Lot. This should be captured via the Framework Schedule 7 (Framework Management) and this information shared with the Client and the Additional Client on a 12-monthly basis.
- (e) offer new, innovative and cost effective products to be considered for inclusion in the Core List as a result of developments in the market. The Client will, at its complete discretion, approve or reject all proposed changes. Any accepted changes shall be made in accordance with Schedule 6 - Special Term 7 (Variations) of the Framework Alliance Contract.

5.2 **General Pricing Provisions**

- 5.2.1 The Framework Prices set out in the Framework Proposals (Pricing Matrix) are the maximum that the Supplier Alliance Member may charge pursuant to any Project Contract.
- 5.2.2 The Supplier Alliance Member acknowledges and agrees that any prices submitted in relation to a Project Brief shall be equal to or lower than the Framework Prices.
- 5.2.3 The Supplier Alliance Member acknowledges and agrees that the Framework Prices cannot be increased during the Framework Period other than in the situations described in paragraph 5.3.1.

5.3 **Adjustment Of The Framework Prices**

- 5.3.1 The Framework Prices shall only be varied:
 - 5.3.1.2 due to a Specific Change in Law in relation to which the Alliance Members agree that a change is required to all or part of the Framework Prices in accordance with Clause 8.2 (Legislative Change);
 - 5.3.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with the Continuous Improvement Plan;
 - 5.3.1.4 where all or part of the Framework Prices are reviewed and reduced in accordance with Supplier Alliance Member periodic assessment of Framework Prices; or
 - 5.3.1.5 where Framework Prices or any component amounts or sums thereof are identified in paragraph 6 below as being subject to increase by way of Indexation.
 - 5.3.1.6 the Framework Prices will remain fixed for the first one (1) Contract Year.
 - 5.3.1.7 Percentage Fees, percentage additions (e.g. in respect of Profit) and percentage adjustments (e.g. in respect of regional or complexity adjustments) shall remain fixed for the duration of the Framework Period and not

subject to increase by way of indexation under any circumstances.

5.4 Supplier Alliance Member Periodic Assessment Of Framework Prices

- 5.4.1 Every six (6) Months during the Framework Period, the Supplier Alliance Member shall assess the level of the Framework Prices to consider whether it is able to reduce them.
- 5.4.2 Such assessments by the Supplier Alliance Member shall be carried out on 1 June and 1 January in each Contract Year (or in the event that such dates do not, in any contract year, fall on a working day, on the next working day following such dates). To the extent that the Supplier Alliance Member is able to decrease all or part of the Framework Prices it shall promptly notify the Client in writing and such reduction shall be implemented in accordance with paragraph-5.6.1 below.

5.5 Indexation *(meaning the adjustment of an amount or sum in accordance with paragraph 5.5)*

- 5.5.1 The following maximum Framework Prices are subject to increase by way of Indexation:
 - 5.5.1.1 The Core List and Non-Core List of prices for additional services.
 - 5.5.1.2 for the avoidance of doubt, any Framework Prices not specifically listed in this paragraph 5.5.1 shall remain fixed for the duration of the Framework Period and shall not be subject to increase, by way of indexation or otherwise, under any circumstances.
 - 5.5.1.3 Where the Framework Prices are identified in paragraph 5.5 as being subject to increase by way of Indexation, the following provisions shall apply:
 - 5.5.1.4 all Framework Prices will remain fixed for the first one (1) Contract Year.
 - 5.5.1.5 the first Indexation Adjustment Date shall be one Contract Years after the Framework Commencement Date.
 - 5.5.1.6 subsequent Indexation Adjustment Date(s) shall be at the expiry of each subsequent Contract Year.
 - 5.5.1.7 the Indexation adjustment shall be determined by multiplying the relevant Framework Price by the percentage increase or decrease in the Consumer Price Index (CPI) published for the twelve (12) months ended on the month immediately preceding the relevant Indexation Adjustment Date, as per the following formula:
 - . First Indexation Adjustment Date = July 2022
[Consumer Price Index Inflation January 2021](#)
 - . CPI Index data is published monthly by the Office for National Statistics (www.ons.gov.uk).

- 5.5.1.8 where the published CPI Index figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Client and the Supplier Alliance Member shall agree otherwise.
- 5.5.1.9 if the CPI Index is no longer published, the Client and the Supplier Alliance Member shall agree a fair and reasonable adjustment to that index (taking account of relevant contemporary data) or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified.
- 5.5.1.10 a Supplier Alliance Member may request an increase to the Framework Prices beyond the CPI index figure in exceptional circumstances once in every 12 month framework contract year and shall be dealt with as detailed in paragraph 5.5.1.11.
- 5.5.1.11 To make a request for an increase in some or all of the Framework Prices in accordance with ~~this~~ paragraph 5.5.1.0, the Supplier shall provide the Authority with:
- (i) a list of the Framework Prices it wishes to review;
 - (ii) for each of the Framework Prices under review, written evidence of the justification for the requested increase including:
 - a. a justification for the change in the relevant Framework Price;
 - b. evidence that the Supplier Alliance Member has attempted to mitigate against the increase in the relevant cost components; and
 - c. evidence that the Supplier Alliance Member's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.
- 5.5.1.12 For the avoidance of doubt, except as set out in this Paragraph 5, neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier Alliance Member or Supply Chain members of the performance of their obligations and any Project Contract.
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5.6 **Implementation of Adjusted Framework Prices**

5.6.1 Variations in accordance with the provisions paragraph 5 to all or part of the Framework Prices (as the case may be) shall be made by the Client to take effect:

5.6.1.1 in accordance with Clause 7.2 (Legislative Change) of the Framework Alliance Contract where an adjustment to the Framework Prices is made in the Framework Brief;

5.6.1.2 on 1 July for assessments made on 1 June and on 1 February for assessments made on 1 January where an adjustment to the Framework Prices is made;

5.6.1.3 on the review adjustment date where an adjustment to the Framework Prices is made;

or

5.6.1.4 on the Indexation Adjustment Date where an adjustment to the Framework Prices and the Alliance Members shall amend the Framework Prices to reflect such variations.

5.7 **Charges Under Project Contract Agreements**

5.7.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to the Framework Alliance Contract are made independently of, and, subject always to the Framework Alliance Contract and shall not affect the Framework Prices payable by an Additional Client under a Project Contract in force at the time a change to the Framework Prices is implemented.

5.7.2 Any variation to the Framework Prices payable under a Project Contract must be agreed between the Supplier Alliance Member and the Additional Client and implemented in accordance with the provisions applicable to the Project Contract.

5.8 **E-Commerce Transactions With Central Government Bodies**

5.8.1 The Supplier Alliance Member acknowledges and agrees that the Government's wide strategy of 'Digital by Default'(<https://www.gov.uk/government/publications/government-digital-strategy>) endorses a commitment to implement e-commerce systems, including, for example, purchase-to-pay (P2P) automated systems, as the preferred transacting model for all Government's purchasing transactions.

5.8.2 The intent is to migrate, wherever practically possible, all Government's purchasing to an e-commerce environment.

5.8.3 The Supplier Alliance Member acknowledges and agrees that when contracting with Central Government Bodies, the latter may use a specific e-commerce application and the Supplier Alliance Member shall be required to comply with the relevant

requirements set out by the relevant Central Government Body in their Statement of Requirements during the Competitive Award Procedure and/or terms of the relevant Project Contract.

5.9 Non-Core List

- 5.9.1 In addition to the Core List, the Supplier Alliance Member shall make available to the Additional Client(s) additional goods and services. These products and services shall be known as the Non-Core List. With Client approval, products in high demand may be transferred to the Core List in accordance with Paragraph 5.1.2 above.
- 5.9.2 Products and services contained within the Non-Core List are to be charged to the Additional Client by:
- (a) Minimum discount off the list price, as per the Non-Core List in “*Framework Prices*” and
 - (b) Open Book Costing – All Lots.
- 5.10 The Core List must be made available via the Government eMarketplace (or replacement) by the Supplier Alliance Member.
- 5.11 Where the Core List Framework Proposals points to specific products please note equal or approved shall be satisfactory.
- 5.12 The Core List must also be made available via any other catalogue offering that the Client wishes to make available to Additional Clients during the course of the Framework Alliance Contract. The Supplier Alliance Member shall as required from time to time provide additional catalogue content/ information/ functionality at the request of the Client or Additional Client as any catalogue platform may develop over the term of this Framework Alliance Contract.
- 5.13 The Client shall allocate a machine readable coding system to be applied to all Core List Products (CCS Item code) during the mobilisation period and prior to uploading into any on-line catalogue purchasing system that the Client has developed.
- 5.14 The Construction Products Digital Object Identifier (CPDOI) is provided by BSI & NBS and supported by the Construction Products Association. The CPDOIs can be used across the supply chain to ensure traceability, maintainability and accuracy of their product data. It will allow all those involved in the supply, specification, use and maintenance of construction products to always access a set of controlled, standardised and up-to-date product information, through a simple digital identifier.
- Following the award notification and during the mobilisation period of the Framework Alliance Contract the Supplier Alliance Member shall provide CPDOI against the Core List for each of their registered products (in the form of a digital object identifier)
- 5.15 The catalogues mentioned in 5.9 and 5.11 above provide a list of Goods which will be required by Additional Clients during the Framework Alliance Contract Period. The Supplier Alliance Member shall ensure that the products are listed in “*Framework Prices*” and shall be comprised of **Core List items only**.

- 5.15.1 The catalogues shall include all of the individual products specified in the Core List detailed in "*Framework Prices*".
- 5.15.2 The Supplier's prices will be fixed at point of customer order (checkout) or system generated quote (for subsequent input to customer P2P/Enterprise Resource Planning (ERP) systems for authorisation and purchase order production) and must be honoured for a period of up to thirty (30) days to allow for Buyer authorisation processes.
- 5.15.3 The Supplier Alliance Member may be required to provide Government Department landing pages to support the Additional Clients. The catalogue structure for the Government eMarketplace (or replacement) will require the completion of a catalogue builder file by the Supplier Alliance Member. The Supplier Alliance Member shall ensure current available stock is included in the online catalogue and should be update every 24 hours through the term of the Framework Alliance Contract.
- 5.15.4 The Supplier Alliance Member must be responsible for the provision and support of the necessary infrastructure required to implement the on-line solution for the Additional Client and for any associated running costs throughout the Framework Alliance Contract Period.
- 5.15.5 The Client recognises that from time to time there will also be a requirement to order goods and additional services which are not included in the Framework Core List. This route will be defined as the Non-Core List and will be managed in accordance with Schedule 4 (Award Procedure) and Schedule 5 (Template Project Documents), of the Framework Alliance Contract. Non-Core List products will be actively monitored by the Client and by Supplier Alliance Members.
- 5.15.6 The Supplier Alliance Member will be required to provide a consistently high level of availability for Goods on the catalogue.
- 5.15.7 The Supplier Alliance Members should also support the Client to identify further opportunities to rationalise and standardise the goods included in the Core List Catalogue, in addition to suggesting additional items to be considered for inclusion due to developments within the market.
- 5.15.8 The Supplier Alliance Member must implement any agreed changes to the Core List Catalogue within two working days of any such amendment being agreed by the Client and the Supplier Alliance Member.
- 5.15.9 The Supplier Alliance Member may be requested to create catalogues for individual Additional Clients in an Online Form. This is to be determined between the Additional Client and the Supplier Alliance Member at Project Contract Stage.
- 5.15.10 The Additional Client may request the Supplier Alliance Member to create electronic catalogues in line with their own systems and processes, or hard copy catalogues. This will be determined by the Additional Client and the Supplier Alliance Member at Project Contract Stage.

5.15.11 The following information, as a minimum, shall be included in the catalogue:

(a) In respect of the individual product items:

- (i) A photographic image or other appropriate representation where required
- (ii) A short to long description (including product specification and dimensions);
- (iii) The name of the manufacturer (where appropriate);
- (iv) Contract reference;
- (v) Key word;
- (vi) Lead time;
- (vii) Name;
- (viii) Unit of measure;
- (ix) Unit of purchase quantity
- (x) The product code number
- (xi) The denomination of quantity
- (xii) Minimum Order quantity
- (xiii) UNSPSC
- (xiv) The price of the product excluding VAT
- (xv) NATO Stock Code or CCS item code
- (xvi) ISO/BS accreditations
- (xvii) Recycled material content
- (xviii) Recyclability of product %
- (xix) Sustainable product alternative;
- (xx) Identify Government Buying Standard Compliance;
- (xxi) Identify an Ecolabel, where applicable;
- (xxii) Safety Information data sheet where applicable, this may include but is not limited to COSHH or Material Safety Data Sheet and safe usage instructions;
- (xxiii) k) Provide Technical Data Sheet with products where applicable;
- (xxiv) Identify WRAS approved products, if applicable.

5.16 Additional Clients shall Direct Award in accordance with Schedule 4 (Award Procedure) and Schedule 5 (Template Project Documents), Award Criteria of the Framework Alliance Contract.

5.17 The product categories within the Non-Core List element of the “*Framework Prices*” shall incorporate a minimum percentage discount which is applied at Project Contract. Additional Clients may receive further percentage discount subject to the Competitive Award procedure.

5.18 The Supplier Alliance Member shall continually seek to offer Additional Clients best Value for Money. (Please refer to Framework Alliance Contract, Cl. 6.1.2, Continuous Improvement Plan).

5.19 Additional Clients may wish to apply a pricing structure that varies from that applied at appointment to the Framework Alliance Contract. This may include but is not limited to price breaks and volume discounts which shall be applied by the Additional Client at Project Contract stage.

- 5.20 The Supplier Alliance Member is required and shall offer price promotions to Additional Clients that are not less than the minimum discount offered on their Core Lists at intervals specified by the Additional Client.
- 5.21 **Additional Services**
- 5.21.1 Please refer to the Technical Specification for each lot for the applicable additional services.
- 5.21.2 The Supplier Alliance Member may be requested to provide an out of hour's service to the Additional Client. This out-of-hours service must be made available to the Additional Client and accessible 24 hours a day, 7 days a week. This will be determined by the Additional Client at the Project Contract stage.

6 **Minimum Order Quantities**

- 6.1 Goods supplied under this Framework Alliance Contract to Additional Clients will not be subject to minimum order quantities. In the case of plant hire and equipment, minimum durations shall be one day.

7 **Economic Order Quantities**

- 7.1 At Project Contract stage, the Supplier Alliance Member shall notify Additional Clients of the most economical way to acquire the quantity of Goods they require, given consideration to the Economic Order Quantity. For the purpose of this Framework Alliance Contract Economic Order Quantity is defined as the 'most cost effective way for an Additional Client to order Goods taking into consideration quantities ordered and/or frequency of deliveries'.

8 **Delivery**

- 8.1 The Supplier Alliance Member's delivery obligations must be in accordance with the Additional Client's requirements as communicated at Project Contract stage.
- 8.2 The Supplier Alliance Members on Lots 2,3,4,6,7 and 8 shall provide a full UK delivery service, including Northern Ireland and offshore Islands. UK Standard Delivery is included within the "*Framework Prices*".
- 8.3 The Supplier Alliance Members on Lots 1 (not including hire items), and 5 shall provide a delivery and/or Additional Client collection service as applicable. Standard UK Delivery is included within the "*Framework Prices*".
- 8.3.1 Standard UK Non-Mainland Delivery is an option for Additional Clients included within the "*Framework Prices*" which is non-evaluated.
- 8.3.2 UK Mainland Next Day delivery is an option for Additional Clients included within the "*Framework Prices*" which is non-evaluated.
- 8.4 Supplier Alliances Members on Lots 1 (for hire items only) and Lot 9 have not included delivery as part of the "*Framework Prices*" and Additional Clients should agree delivery prices at Project Contract stage.
- 8.5 The Supplier Alliance Member shall facilitate overseas delivery for Additional Clients, which will be determined by the Additional Client at Project Contract stage.

- 8.6 Items shipped outside of the UK mainland (not including Northern Ireland and offshore Islands) shall be shipped at cost. The Additional Client will require full transparency of any supplementary shipping or transport costs. The Supplier Alliance Member shall be responsible for arranging any relevant duties and export (DDP) in line with UK Government export procedures where applicable.
- 8.7 Unless agreed by the Additional Client at Project Contract stage, part delivery will not be acceptable.
- 8.8 In the pursuit of general sustainability good practice the Supplier Alliance Member shall endeavour, directly and through their supply chain and other partners, utilise the most carbon efficient means of transporting goods to site from their source, in an effort to reduce the carbon impact of transportation.
- 8.9 The goods and/or services, when delivered, must be accompanied by an advice note showing; purchase contract number, date of delivery, quantity and full description of the goods. The Supplier Alliance Member shall obtain a signature from an authorised signatory of the Additional Client.

9 **Packaging**

- 9.1 The Supplier Alliance Member should take all steps to ensure that all packaging should be minimised, recycled and recyclable where applicable. The Client will be seeking Supplier Alliance Members to continuously improve on the packaging materials used over the duration of the Framework Alliance Contract.
- 9.2 The Supplier Alliance Member shall provide all packaging in conformance with The Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640) ("the Regulations") as further amended. Information with regards to the Packaging Regulations can be found at:

[Environmental management : Waste - detailed information](#)

10 **Product Labels**

- 10.1 All Goods shall be labelled with the following:
 - . . . Item Description
 - . . . Package Quantity
 - . . . Weight of package (Kg)
 - . . . Supplier Alliance Members
Name
 - . . . **Contract Number**
 - . . . Order Number
 - . . . **Customer Reference**
 - . . . Date of supply

Chain of Custody number (if applicable)

0* Item Identification

* Item Identification relates only to Lot 9- Building and Construction Equipment – Hire.

10.2 The Ministry of Defence (MOD) have their own packaging requirements which will be determined and agreed with the Supplier Alliance Member at the Project Contract stage. Examples of these specific requirements include barcode labelling in a specified format and NATO Stock Numbers.

10.3 At Project Contract stage the Additional Client may request the Supplier Alliance Member to issue Dispatch notes.

11 Availability of Goods

11.1 In the event of Core List Goods items being unavailable, the Supplier Alliance Member is expected to notify the Additional Client on the same day or within 24 hours (4 hours in the case of Building and Construction Equipment - Hire Lot 9) of a purchase order being received by the Supplier Alliance Member, the Supplier Alliance Member shall offer equivalent Goods or Goods of a higher specification at the same price unless otherwise agreed with the Additional Client at the Project Contract stage.

11.2 The Additional Client reserves the right to cancel any order where the Supplier Alliance Member is unable to offer a suitable alternative.

12 Cancellation Policy

12.1 The Client requires the Supplier Alliance Member to provide a free of charge cancellation policy for any items cancelled by the Additional Client.

12.2 The free of charge cancellation policy will apply to all orders which have not been dispatched by the Supplier Alliance Member to the Additional Client.

12.3 Where the Supplier Alliance Member has dispatched Goods, all returns will be subject to the Returns Policy (13)

13 Returns Policy

13.1 The Supplier Alliance Member will accept returns within 28 days of the delivery date where items are returned by the Additional Client unused, in a saleable condition, with their original packaging and with all component parts and any promotional items. Any refunds are to be issued to the Additional Client's account. It should be acknowledged that some items will have a re-stocking charge payable by the Additional Client and this should be agreed at Project Contract stage.

13.2 The Supplier Alliance Member may be requested to offer a buy back service to Additional Clients for occasions where delivered goods are in excess of the Additional Client's final requirements. This shall be

determined by the Additional Client and the Supplier Alliance Member at Project Contract stage.

14 Faulty Goods

- 14.1 Where the Supplier Alliance Member issues a faulty or inaccurate product, the Supplier Alliance Member shall provide the Additional Client with a full refund or replacement goods within 48 hours, or as agreed with the Additional Client.
- 14.2 The Supplier Alliance Member shall provide replacement Goods and delivery as per the Project Contract free of charge.

15 Quality

- 15.1 The Supplier Alliance Member shall ensure that all Goods provided on the Core and Non-Core List are of a quality that meets the relevant statutory legislation e.g. all relevant British, European Standards or other International Standards where applicable (including UKCA marking). Applicable standards can be found online at:
 - [BSI: Standards, Training, Testing, Assessment and Certification](#)
 - [ISO - International Organization for Standardization](#)
- 15.2 The Supplier Alliance Member shall operate a Quality Management System that is relevant to the parts of the organisation that will deliver the requirement applicable to this Framework Alliance Contract which is based on the principles of ISO 9001 or the European Foundation for Quality Management EFQM Excellence Model criteria, or equivalent.
- 15.3 The Supplier Alliance Member shall be accredited to ISO 9001 or equivalent at award of the Framework Alliance Contract.

16 Construction Products Regulator

- 16.1 Supplier Alliance Members shall engage and comply with the newly formed Construction Products Regulator.
 - Including participation in the Code for Construction Products Information (CCPI) when marketing and describing the performance of a product
- 16.2 Where a manufacturer places a construction product on the market and that product is covered by a harmonised standard or a European Technical Assessment has been issued for it, the manufacturer must draw up a Declaration of Performance which must contain:
 - Product reference
 - Systems of assessment and verification or consistency of product performance
 - Reference of the applicable harmonised standard or European Technical Assessment
 - Intended use or uses for the product

- Declared performance based on the assessment according to the applicable harmonised standard or European Technical Assessment
- 16.3 Supplier Alliance Members shall keep abreast with the Construction Products Association ensuring that any new policies, solutions or recommendations are considered and incorporated where necessary.
- 16.4 Following the Declaration of Performance the manufacturer shall affix a CE marking to the product.
- 16.5 Obligations of manufacturers, importers and distributors
 - 16.5.1 Manufacturers must:
 - prepare technical documentation and on its basis draw up a Declaration of Performance and affix CE marking to the product.
 - ensure that the product maintains its conformity with the Declaration of Performance. Where manufacturers consider that the product no longer conforms with the Declaration of Performance, they must immediately take the necessary corrective measures or withdraw or recall the product from the market.
 - 16.5.2 Importers must:
 - ensure that the product bears CE marking and is accompanied by the required documentation;
 - avoid placing the product on the market if they consider it is not in conformity with the Declaration of Performance;
 - ensure that the product maintains its conformity with the Declaration of Performance and that its transport or storage do not jeopardise its performance. Where a product does not conform with the Declaration of Performance, importers must immediately take the necessary corrective measures or withdraw or recall the product from the market.
 - 16.5.3 Obligations of distributors include:
 - ensuring that the product bears CE marking and that it is accompanied by the required documentation;
 - not making the product available on the market if they consider it does not conform with the Declaration of Performance, until it is brought into conformity or until the Declaration of Performance is corrected;
 - ensuring that the product's transport or storage do not jeopardise its performance. Where a product does not conform with its Declaration of Performance, distributors must ensure the necessary corrective measures are taken, or that the product is withdrawn or recalled from the market.
- 16.6 Harmonised technical specifications

- 16.6.1 Harmonised technical specifications include **harmonised standards** and **European Assessment Documents**. Harmonised standards are drawn up by European standardisation bodies ([European Committee for Standardization](#) or [European Committee for Electrotechnical Standardization](#)) on the basis of requests issued by the [European Commission](#). Harmonised standards define the **methods and the criteria** for assessing the performance of construction products.
 - 16.6.2 If a construction product is not covered or not fully covered by a harmonised standard, manufacturers may request a **European Technical Assessment**, issued by one of the Technical Assessment Bodies on the basis of a European Assessment Document developed by the [European Organisation for Technical Assessment](#). The European Technical Assessment is a documented assessment of the performance of a construction product, in relation to its essential characteristics.
 - 16.6.3 Harmonised standards and European Technical Assessments create a common technical language used by all players in the construction sector and enable manufacturers to draw up the Declaration of Performance and affix the CE marking. References of harmonised standards and of European Assessment Documents are published in the *Official Journal of the European Union*.
- . [EU Construction Products Regulation and CE marking, including UK product contact point for construction products](#)

17 **Guarantees and Warranties**

- 17.1 The Supplier Alliance Member shall provide manufacturers free standard guarantees on all Goods supplied to Additional Clients.
- 17.2 The Supplier Alliance Member may be requested to provide additional Warranty Periods which shall be agreed between the Supplier Alliance Member and the Additional Client at the Project Contract stage.

18 **Goods Compatibility**

- 18.1 The Additional Client may require the Supplier Alliance Member to provide Goods which are compatible with the Additional Client's existing Goods. These Goods will be specified by the Additional Client at Project Contract stage.

19 **Operational Support**

- 19.1 **Installation, operating and maintenance instructions**
 - 19.1.2 Installation, operating and maintenance instructions shall be supplied with all Goods as appropriate, and will give clear and precise instructions on how the Goods are to be installed, operated, maintained and cleaned safely.
 - 19.1.3 Operator safety instructions shall be provided with the Goods (where applicable).
 - 19.1.4 The Supplier Alliance Member shall ensure compliance with the Provision and Use of Work Equipment Regulations (PUWER) 1998 or PUWER Northern Ireland 1999 where applicable for any supplied equipment.

19.1.5 See para 34: **Building Information Modelling (BIM)**

20 **Management Information**

- 20.1 The Supplier Alliance Member provides management information in accordance with Framework Schedule 7 (Management).

21 **Business Continuity**

- 21.1 The Supplier Alliance Member shall have both a business continuity plan and a crisis management plan in place that are sufficiently robust to enable the Supplier Alliance Member to continue to achieve the Deliverables in all circumstances.
- 21.2 The business continuity plan and crisis management plan shall be reviewed annually as a minimum and after any incident experienced by the Supplier Alliance Member and / or the Additional Client that has had an adverse impact on its ability to achieve the Deliverables.

22 **Prompt Payment**

- 22.1 The Supplier Alliance Member shall pay any undisputed invoices to its supply chain within 30 days in line with the Public Contract Regulations 2015 and in line with PPN 07/20:

[Procurement Policy Note 07/20 - Taking account of a bidder's approach to payment in the procurement of major government contracts](#)

22.2 **Fair Treatment of Suppliers**

- 22.1.1 Public sector clients should pay promptly all monies properly due and in any event within the contractually required timescales. In scope public sector clients are required to pay valid and undisputed invoices within 30 days and shall make sure these terms are passed down the supply chain.
- 22.1.2 Length of contracts and notice period are agreed fairly with suppliers.

23 **Health and Safety**

- 23.1 The Supplier Alliance Member shall have a process for providing employees with health and safety training and any other information appropriate to the activities likely to take place, and ensuring the on-site welfare of all employees in compliance with all health and safety and welfare regulations.
- 23.2 The Supplier Alliance Member shall regularly check, review and where necessary improve health and safety performance.
- 23.3 The Supplier Alliance Member shall fully understand their duties under Construction (Design and Management) Regulations 2015 must be able to and must discharge these duties accordingly.
- 23.4 Application of Construction (Design and Management) Regulations 2015 will be identified for each Project Contract the requirements of which the Supplier Alliance Member shall implement accordingly.

- 23.5 The Supplier Alliance Member shall manage health and safety in line with the requirements for Project Contracts that may include but is not limited to:
- a. undertaking, managing and monitoring risk assessments;
 - b. the provision of safe systems of work, including risk assessments, method statements and permits to work;
 - c. applying for permits to work;
 - d. monitoring site works to ensure compliance with legal requirements at all times;
 - e. ensuring that all relevant documentation is available on site at all times;
 - f. conducting regular site inspections;
 - g. reporting of hazards and risks;
 - h. monitoring, following up and reporting on corrective actions and non-conformances as they are identified;
 - i. monitoring and reviewing incident reports, third-party reports (i.e. HSE) and complaints;
 - j. holding regular health and safety meetings with all relevant Alliance Members as required.
 - k. ensuring that adequate resources are available to undertake works in compliance with all Law and the Client and Additional Clients health and safety policies;
 - l. ensuring that all of their employees have the correct training, knowledge and equipment to carry out the works safely (including relevant induction);
 - m. ensuring that its supply chain has the correct training, knowledge and equipment to carry out the Deliverables safely (including relevant induction);
 - n. conducting and reporting on regular safety inspections as required;
- 23.6 The Supplier Alliance Member shall be accredited with or willing to work towards with ISO 45001 Occupational Health and Safety Management or equivalent certification or statement at award of the Framework Alliance Contract.
- 24 **Continuous Improvement and Continuous Improvement Plan**
- 24.1 The Supplier Alliance Member shall have an effective process for identifying potential issues and faults to Deliverables.
- 24.2 The Supplier Alliance Member shall continuously monitor the performance of its own Account Management function and shall have an appropriate system in place to identify any issues in the supply of Deliverables enabling prompt mitigation measures to be carried out.
- 24.3 The Supplier Alliance Member shall make all reasonable efforts to identify changes to enhance efficiency, accelerate the delivery schedule, reduce the cost or achieve alternative benefits through continuous improvement plans. The Supplier Alliance Member shall propose such

changes to the Additional Client and implement any agreed changes to the works schedule.

- 24.4 The Supplier Alliance Member shall establish suitable benchmarks to monitor and measure its performance when providing the Deliverables under this Framework Alliance Contract to identify areas for improvement and development.
- 24.5 When implementing continuous improvement plans, initiatives or innovation, the Supplier Alliance Member shall have an established change management procedure, including project management, communications plans, training requirements, contingency planning and subsequent lessons learnt activities, to ensure the effective delivery of customer requirements with minimal disruption.
- 24.6 The Supplier Alliance Member shall produce a Continuous Improvement Plan in accordance with Clause 6 of the Framework Alliance Contract as the start of each contract year.

25 Data and Security Personnel

- 25.1 The Supplier Alliance Member shall comply with Government Data Protection Regulations 2016 (GDPR) and the Government Security Classification 2018, which may be accessed using the link below:
 - . [Government Security Classifications](#)
- 25.2 The Supplier Alliance Member shall recognise that some data provided under the Framework Alliance Contract and in Project Contracts will be protectively marked and/or may contain potentially sensitive information. The Supplier Alliance Member shall protect such data in accordance with the security classification and shall also ensure that GDPR compliant data management systems are in place. Further information and/or requirements in respect of sensitive data will be provided in Project Contracts.
- 25.3 The data security classification for this Framework Alliance Contract shall be OFFICIAL TIER.
- 25.4 If Project Contracts require a security classification in excess of OFFICIAL TIER, this will be specified within the Project Contract.

26 Cyber Essentials

- 26.1 The Supplier Alliance Member shall demonstrate that they meet the technical requirements prescribed by the Cyber Essentials Scheme. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus" (see Non-Standard requirements). With regard to the Deliverables, Suppliers Alliance Members shall demonstrate that they have achieved the minimum level of assurance known as "Cyber Essentials" by providing an up-to-date certification or alternative equivalent standard. Alternative certification standard offering a similar level of assurance and scope may be acceptable subject to review.
- 26.2 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:
 - . [Cyber Aware - NCSC.GOV.UK](#)

- 26.3 For some Projects Contracts, Cyber Essential Plus is the minimum certification that may be required and this will be noted in the Project Brief. In such cases a Cyber Essentials Plus Certificate will need to be obtained and maintained all as set out above in respect of Cyber Essentials as may be required in the Project Brief. Alternative equivalent certification standard offering a similar level of assurance and scope may be acceptable subject to review.
- 26.4 The Supplier Alliance Member shall ensure their supply chain has Cyber Essentials as a minimum level of certification.
- 27 **Personnel Security**
- 27.1 The Supplier Alliance Member shall ensure all personnel for all Project Contracts will have Basic Personnel Security Standard (BPSS) clearance. Security Clearance (SC) and/or detailed vetting (DV) may be required for some Project Contracts.
- 27.2 If required by the Additional Client, the Supplier Alliance Member shall ensure that its personnel undertake and comply with all personal security clearance vetting prior to the receipt of 'Official – Sensitive' or higher security classified documentation.
- 27.3 The Supplier Alliance Member shall remove any personnel who fail the security vetting from the provision of the Project Contracts until such time as the conditions no longer exist that resulted in the failure. Such personnel will then be eligible for a re-application for security clearance vetting.
- 28 **Risk Management**
- 28.1 The Supplier Alliance Member shall work with its supply chain to proactively manage Project Contract risks, and undertake value engineering and value management, to deliver mutual benefits and the most successful outcome for the Project Contract.
- 28.2 The Supplier Alliance Member shall work with its supply chain to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each Project Contract, which reflects the risk allocation to be utilised within the Project Contract and the roles and responsibilities set out therein.
- 28.3 The Supplier Alliance Member shall review and update the risk register with its supply chain on not less than a monthly basis or as otherwise set out in the Project Contract.
- 29 **Employment policies and practices**
- 29.1 The government is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is diverse, well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development and engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 29.2 The Supplier Alliance Member shall take a similar approach through measures including but not limited to:
- 29.3 A fair and equal 'pay policy' that includes a commitment to supporting the Living Wage, including, for example being a 'Living Wage Accredited Employer';

- 29.4 Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to 'Modern Apprenticeships' and the development of the UK's young workforce;
- 29.5 Promoting equality of opportunity and developing a workforce which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- 29.6 Support for learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- 29.7 Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working conditions and wider work life balance; and
- 29.8 Support for progressive workforce engagement, for example Trade Union recognition and representation or other alternative arrangements to give staff an effective voice.

30. Social Value

30.1 Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts. General information on The Social Value Act can be found at:

- [The Social Value Act](#); the [Procurement Reform Scotland Act](#) and the guidance in the [Welsh Community Benefits guidance](#)
 - [VCSEs: A guide to working with government](#)
- Recently updated social value themes for public bodies can be found on this link:
 - [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts](#)

30.2 These Social Value priorities are intrinsic to the Specification for this Framework Alliance Contract:

- **TACKLING ECONOMIC INEQUALITY** – See Paragraph 30.2.1 (i) below
 - **Create new businesses, new jobs and new skills** – See Paragraph 30.2.1 (i) below
 - **Increase supply chain resilience and capacity** – See Paragraph 30.2.1 (ii) below
- **EQUAL OPPORTUNITY** – See Paragraph 30.2.2 below
 - Tackling workforce inequality reducing modern slavery risks – See Paragraph 30.2.2 (i) below
- **FIGHTING CLIMATE CHANGE** – See Paragraph 30.2.3 below
 - **Effective Stewardship of the Environment** – See Paragraph 30.2.3 (i) below

- . **WELLBEING** – See Paragraph 30.2.4 below
- . **COVID-19 RECOVERY** – See Paragraph 30.2.5 below
- . Additional Clients may identify further specific Social Value priorities based on the updated social value themes during their Project Contract Procedure.

30.2.1 TACKLING ECONOMIC INEQUALITY

(i) Create new businesses, new jobs and new skills

- . The Client and Additional Clients consider the delivery of high quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.
- . All organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and we expect Supplier Alliance Members to progress towards equalising this.
- . The Client expects its Supplier Alliance Members and subsequent Supply Chains to support and encourage employment and skills development opportunities through the performance of this Framework Alliance Contract, with a specific focus on opportunities for priority groups, including (but not limited to):
 - people with disabilities;
 - Ex-offenders (see paragraph 33);
 - BAME;
 - long-term unemployed.
- . This support may be through various activities. For example:
 - Apprenticeship and work experience placements;
 - Part-time and full-time employment and flexible working opportunities;
 - Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero hour contracts or other forms of demand driven contracts;
 - Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
 - Providing funded training and professional development opportunities for existing employees;
 - Providing funded training opportunities (for individuals not employed by Supplier);
 - Fair and equal pay policy;
 - Offering a range of employee assistance schemes;

- Supporting individuals and/or groups affected by the COVID-19 pandemic.

. Additional Clients may test Supplier Alliance Member's proposed methods for delivering skills development within the local community and monitor performance as relevant to their specific requirements as part of the Project Contract Award Procedure.

(ii) Increase supply chain resilience and capacity

. The Client and Additional Clients want to ensure a diverse base of Supplier Alliance Members and resilient supply chains. We require the Supplier Alliance Members to support the deliver of this through activities such as:

- Enabling Accessibility through promotion of supply chain opportunities with SMEs & Social Enterprises. We expect our Supplier Alliance Members to support and build supply chain diversity through:
- Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs)
- Subcontracting opportunities are open to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs).
- Cascading prompt payment throughout Supplier Alliance Member supply chains as per paragraph 22: Prompt Payment.
- Growth & Development through provision of advice and support to SMEs & SEs to develop resilient local supply chains.

30.2.2 EQUAL OPPORTUNITY

(i) Tackling workforce inequality - reducing modern slavery risks

. The Client and Additional Clients have an important role to ensure the Supplier Alliance Members - including supply chain - with whom we do business comply with the provisions of the Modern Slavery Act 2015, understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks. Where a Supplier has a turnover of £36 million (or more) they must publish a statement in accordance with [Section 54 of the Modern Slavery Act \(2015\)](#). The Client will require Suppliers to comply with this provision and to demonstrate compliance throughout the term of the Framework Alliance Contract.

. Supplier Alliance Members will be required to comply with the provisions of the [Supplier Code of Conduct](#).

. Specific risks exist for the construction sector with the manufacturing and sourcing of building materials and equipment. Where Supplier Alliance Members sell or hire building materials and equipment as part of the Project Contract, the Client and

Additional Clients expect that Supplier Alliance Members will address these known risks within the supply chain through supplier annual slavery and human trafficking report. The Client may provide the reports to Additional Client as part of their Project Contact Procedure.

- Supplier Alliance Members must provide a slavery and human trafficking report to the Client on an annual basis.

- All Supplier Alliance Members (irrespective of Lots) will be required to commit to undertake the Modern Slavery Assessment Tool (MSAT) following Framework Award and prior to Mobilisation. The results from the MSAT will be included within the Framework Alliance Contract as the basis for each suppliers' Modern Slavery Success Measure within the Framework Alliance Contract. Supplier Alliance Members will be obligated to work collaboratively with the Client toward developing their current working and operational practices and implement effective risk mitigation plans to address the risk of modern slavery in their supply chains and periodically update their MSAT results.

30.2.3 FIGHTING CLIMATE CHANGE

- (i) Effective Stewardship of the Environment**

- Environmental Sustainability in support of the Government's 25 Year Environment Plan

- The 25 Year Environment Plan sets out what the Government intends to do to improve the environment: [UK government's 25 Year Environment Plan](#).

- Supplier Alliance Members will be expected to demonstrate understanding of the negative impacts of their industry and how they are addressed, through action, supply chain collaboration and innovation.

- All Government Departments are mandated to buy in line with the Government Buying Standards (GBS) which set minimum mandatory buying standards for certain goods and services, including Building Materials and Equipment. Supplier Alliance Members will be expected to support the delivery of the Government's targets for eliminating the use of single use plastics, ensuring the safe disposal of waste, tackling climate change and cutting greenhouse gases.

- Additional Clients may test Supplier Alliance Member's approaches to supporting environmental sustainability, where relevant to their specific requirements as part of the Project Contract Award Procedure.

30.2.4 WELLBEING

- The Client expects Supplier Alliance Members to make a positive impact on individual wellbeing and contribute to transforming our local communities in a real and sustainable manner.

Ways in which the Supplier Alliance Member may be able to support wellbeing and community benefits include (but are not limited to):

- Supporting local businesses (not currently part of the existing supply chain) e.g. SMEs & VCSE,s
- Improving the experience of Additional Clients with specific diversity profiles or needs e.g. ensuring accessibility, undertaking staff sensitivity training, fostering a culture of respect for Additional Clients of diverse profiles;
- Creating cohesive communities: initiatives to support vulnerable people and address social issues such as homelessness, loneliness such as (but not limited to) donations to charities, staff volunteering, fundraising activities, befriending schemes etc;
- Staff wellbeing e.g. promoting awareness about mental health, substance misuse, domestic abuse, first aid training, anti-bullying campaigns, gender equality and diversity training etc.

It is expected that Additional Clients may have different wellbeing and community benefits priorities specific to their local communities, and that they may therefore test Supplier Alliance Member's proposed methods for delivering wellbeing and community benefits as relevant to these specific requirements as part of the Project Contract Award Procedure.

30.2.5 COVID-19 RECOVERY

In practical ways, COVID-19 recovery means conducting or enabling contributions and activities that:

- support people at work or in the wider community to recover from COVID-19, for example by prompting effective social distancing, remote working where feasible, and sustainable travel solutions.
- provide protections for people who are at risk of being worse affected, who are shielding or are experiencing mental and psychological challenges to their wellbeing
- tackle inequalities through upskilling and supporting people to be successful in employment, especially those from vulnerable or disadvantaged groups.
- pay people fairly for the work they do and work with other companies with similar values and policies.
- create new and innovative ways of delivering value when providing services.

30.3 Social Value reporting requirements

The Client will expect Supplier Alliance Members to be prepared to:

- provide delivery plans and reporting of impacts and performance of social value to Additional Client (e.g. method statements and

Success Measures), as may be required at Project Contract level.

- provide delivery plans and reporting of impacts and performance of social value to the Client covering one or more Project Contracts throughout the life of this contract as part of the Framework Alliance Contract management process.
- measure and report (when requested) the number, value and % of total contract spend of opportunities awarded to: SMEs, VCSEs, Mutuals where applicable.
- The Supplier Alliance Member shall provide evidence that waste package recycling is taking place and provide statistics on waste package recycling.
- The Supplier Alliance Member to provide evidence of the source of the timber supplied over the duration of this Framework Alliance Contract in accordance with CPET timber evidence categorisations.

31 Sustainability

- 31.1 The UK Government is committed to sustainability and places great importance on working with suppliers to deliver works and services with sustainability embedded. The Client is committed to optimising the positive impact of construction activities and minimising any adverse impacts that construction has on the environment. The Supplier Alliance Member shall support the Client, and specific Additional Client requirements, in achieving these goals across the life-cycle of the project through the design process, materials selection, construction techniques and construction methods implemented.
- 31.2 The Supplier Alliance Member shall ensure that it adheres to Government guidance and best practice and provide support to a number of strategic priorities related to the environment within wider government policy (such as the Greening Government Commitments).
- 31.3 The Supplier Alliance Member shall work proactively with its supply chain to help quantify and reduce the environmental impacts of the Deliverables. When requested by the Client or Additional Client, the Supplier Alliance Member shall communicate annually on progress and reductions made on the environmental impact of the Deliverables the Supplier Alliance Member has undertaken under the Framework Alliance Contract. The Supplier Alliance Member may also be required to report on other specific achievements the detail of which will be noted in the Project Contract.

32 Environmental Management

- 32.1 The Supplier Alliance Member shall operate an Environmental Management System to control and mitigate the environmental impact of operations.
- 32.2 The Supplier Alliance Member shall be accredited or willing to work towards ISO14001 or equivalent accreditation or statement at award of the Framework Alliance Contract.

33 Working to Deliver Rehabilitative work

- 33.1 In order to support the rehabilitation of offenders and reduce the likelihood of reoffending, the government wishes to see more prisoners working, and working longer hours, where work can be recognised as productive and is delivered in an 'employment like' atmosphere. Working gives prisoners the opportunity to learn new skills and prepare for employment on release.
- 33.2 Supplier Alliance Members are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, New Future Network which is accessible online at:

[Offender Employment – Guidance for businesses on the benefits and processes of offering employment and training opportunities to offenders in prison and on release.](#)

34 Building Information Modelling (BIM) not applicable to lot ,7,8,9

- 34.1 The Supplier Alliance Member shall be responsible for providing true and accurate product information subject to the Code of Construction Products Information in a format requested in the Project Contract
- 34.2 Under this Framework Contract, the Client aspires to integrate BIM / information management throughout the project lifecycle. This includes future developments including those put forward in the Digital Built Britain strategy, for the integration of technologies to transform approaches to building and infrastructure design, development and construction. As such, the Client anticipates that during the Framework Contract Period the level of Supplier Alliance Member compliance with BIM standards shall increase in Government.
- 34.3 Specific BIM requirements shall be set out in each Project Brief. The roles and responsibilities of the Supplier Alliance Member in respect of the BIM / information management requirements will be specified in the Project Brief.
- 34.4 The Exchange (Additional Client) Information Requirements (EIR) will be defined in each Project Brief. The Supplier Alliance Member will be issued with the EIR and Project Information Requirements (PIR). When these documents are not issued in the Project Brief and, where specified in the Project Brief, the Supplier Alliance Member shall liaise with the Additional Client to develop an EIR.
- 34.5 The following will be developed and implemented (for clarity, the roles and responsibilities of the Supplier Alliance Member in the development and implementation of the following will be set out in the Project Brief):
- Project BIM Execution Plan (BEP) – pre- and post-contract.
 - Task and Master Information Delivery Plan (TIDP / MIDP) - with detail aligning to required data exchange points to agreed level of detail and information;
 - Construction Operations Building Information Exchange (i.e. COBie) data exchange requirements; and
 - a project Common Data Environment (CDE).
- 34.6 Unless specified to the contrary in the Project Brief, the deployment of BIM will be in accordance with the PAS / BS suite of documents including ISO 19650 part 1, 2, 3 and 5 PAS1192- 4 (and new ISO

19650 replacements when issued.) Where these documents are amended, withdrawn or replaced, the level of adoption of the new requirements will be as stated in each Project Brief.

- 34.7 The Supplier Alliance Member shall adopt the relevant described additional standards as defined in the Project Brief.
- 34.8 The Project Brief will identify all data security / confidentiality standards required, aligned to ISO 19650 part 5 and when applicable cyber security requirements.
- 34.9 The Supplier Alliance Member will ensure that, where required by the Project Brief, it provides Asset Information Models, comprising an Asset Register and Schedule of Accommodation, and shall note that the Asset Register, models, data and information may be utilised for a number of purposes, including but not limited to:
 - record of 'as constructed' information;
 - building operations;
 - maintenance planning and repair;
 - project planning and optimisation;
 - security requirements; and
 - cost modelling.
- 34.10 The Asset Register shall detail all maintainable and commissionable assets to enable schedule of planned preventative maintenance and labour loading.
- 34.11 The Supplier Alliance Member is responsible for the evaluation of the capacity and capability of its Supply Chain to conform to the BIM requirement set out in the Project Brief.

APPENDIX 5 – PRODUCT SPECIFICATION AND SUPPLIER PRICING

REDACTED – COMMERCIALY SENSITIVE DATA

