

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

Order Form (Lots 2 to 8)

CALL-OFF REFERENCE: **C27954**

THE BUYER: **Defra**

BUYER ADDRESS

[REDACTED]

THE SUPPLIER: Royal Mail Group Ltd

SUPPLIER ADDRESS:

[REDACTED]

REGISTRATION NUMBER:

DUNS NUMBER: 227045366

SID4GOV ID: **Unknown**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 07/12/2023 It's issued under the Framework Contract with the reference number **RM6280** for the provision of Postal Services & Solutions.

CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
2	Collection and Delivery of Letters, Large Letters and Parcels	Yes
3	Collection and Delivery of Letters, Large Letters and Parcels to International Destinations	Yes
4	Audits, Efficiency Reviews and Niche Consultancy	No
5	Business Process Outsourcing, Mailroom, Document and Data Managed Service	No

6	Hybrid Mail, Digital and Transformational Communications	No
7	Inbound Delivery, Mail Opening and Digital Scanning Services	No
8	Security Screening Services	No

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6280**
3. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6280**
 - **Joint Schedule 2 (Variation Form)**
 - **Joint Schedule 3 (Insurance Requirements)**
 - **Joint Schedule 4 (Commercially Sensitive Information)**
 - **Joint Schedule 5 (Corporate Social Responsibility)**
 - **Joint Schedule 6 (Key Subcontractors)**
 - **Joint Schedule 7 (Financial Difficulties)**
 - **Joint Schedule 9 (Minimum Standards of Reliability)**
 - **Joint Schedule 10 (Rectification Plan)**
 - **Joint Schedule 12 (Supply Chain Visibility)**
- Call-Off Schedules for **C27954**
 - **Call-Off Schedule 1 Transparency reports**
 - **Call-Off Schedule 2 (Staff Transfer)**
 - **Call-Off Schedule 3 (Continuous Improvement)**
 - **Call-Off Schedule 5 (Pricing Details)**
 - **Call-Off Schedule 10 (Exit Management)**
 - **Call-Off Schedule 14 (Service Levels)**
 - **Call-Off Schedule 15 (Call-Off Contract Management)**
 - **Call-Off Schedule 16 (Benchmarking)**

○ **Call-Off Schedule 20 (Call-Off Specification)**

4. **CCS Core Terms (version 3.0.11)**

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6280**

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: **31/01/2025**

CALL-OFF EXPIRY DATE: **30/01/2027**

CALL-OFF INITIAL PERIOD: **2 years**

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£624,000**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) Rates will be fixed for the full duration of the contract.

PAYMENT METHOD

Monthly invoice

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[REDACTED]

BUYER'S SECURITY POLICY

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly

MI spend data monthly – to be provided by the 10th working day of the month.

PROGRESS MEETING FREQUENCY

Quarterly

KEY SUBCONTRACTOR(S)

N/A To be advised if there is a change

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

[REDACTED]

GUARANTEE

[Redacted]

SOCIAL VALUE COMMITMENT

As per Framework agreement

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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[Redacted]

Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

Joint Schedule 3 (Insurance Requirements)

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3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

Joint Schedule 3 (Insurance Requirements)

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dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

Lot No. & Description	Insurance Required			
	Professional Indemnity	Public Liability	Employers Liability	Product Liability
Lot 1 Franking Machines, Mailroom Equipment And Associated Consumables	Required	Required	Required	Required
Lot 2 Collection And Delivery of Letters, Large Letters and Parcels within the UK	Required	Required	Required	Not Required
Lot 3 Collection And Delivery of Letters, Large Letters and Parcels to International Destinations	Required	Required	Required	Not Required
Lot 4 Audits, Efficiency Reviews and Niche Consultancy	Required	Required	Required	Not Required
Lot 5 Business Process Outsourcing, Mailroom, Document and Data Managed Service	Required	Required	Required	Not Required
Lot 6 Hybrid Mail, Digital and Transformational Communications	Required	Required	Required	Not Required
Lot 7 Inbound Delivery, Mail Opening And Digital Scanning Services	Required	Required	Required	Not Required
Lot 8 Security Screening Services	Required	Required	Required	Not Required

Joint Schedule 3 (Insurance Requirements)

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- 1.1 **professional indemnity insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- 1.2 **public liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);
- 1.3 **employers' liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- 1.4 **product liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000).

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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

[REDACTED]

[REDACTED]

[REDACTED]

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Model Version: v3.1

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Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-

- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility) Crown

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure

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- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.4 record all disciplinary measures taken against Supplier Staff; and

4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account: (a) the extent;

(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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Joint Schedule 6 (Key Subcontractors)

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1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key SubContract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key SubContract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

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Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

means the financial indicators from	Applicable Financial Indicators	this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
	Board	means the Supplier’s board of directors;
	Board Confirmation	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
	Bronze Contract	Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
	Cabinet Office Markets and Suppliers Team	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
	Credit Rating Threshold	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
	FDE Group	means the Supplier, Key Sub-contractors
	Financial Distress Event	any of the events listed in Paragraph 3.1 of this Schedule;
	Financial Distress Remediation Plan	plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
	Financial Indicators	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;

Paragraph 5.1 of

Joint Schedule 7 (Financial Difficulties)

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Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
Monitored Suppliers"	means those entities specified at paragraph 5.2 of this Schedule;
Rating Agencies"	the rating agencies listed in Annex 1 of this Schedule;
Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers .

2. Warranties and duty to notify

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

- 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
- 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
- 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining

Joint Schedule 7 (Financial Difficulties)

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relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

2.5 Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:

- 2.5.1 be a single report with separate sections for each of the FDE Group entities;
- 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
- 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

3. Financial Distress events

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
 - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

Joint Schedule 7 (Financial Difficulties)

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- (b) non-payment by an FDE Group entity of any financial indebtedness;
- (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- (e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):

4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and

4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact

Joint Schedule 7 (Financial Difficulties)

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on the continued performance and delivery of the Deliverables in accordance with the Contract:

- (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
- (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly):

- (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and

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- (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
- 4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
 - 4.8.1 obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 4.8.2 agreeing in advance with the Relevant Authority, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
 - 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
 - 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators – Bronze contract N/A

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6. Termination rights

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3, which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

7. Primacy of Credit Ratings

7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

8. Board confirmation

8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all

Joint Schedule 7 (Financial Difficulties)

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relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

9. Optional Clauses

9.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the foregoing terms of this Joint Schedule 7.

Joint Schedule 7 (Financial Difficulties)

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Annex 1: Rating Agencies and their standard Rating System

Dun & Bradstreet

Joint Schedule 7 (Financial Difficulties)
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Annex 2: Credit Ratings and Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold
Guarantor	N/A
Key Subcontractor	D&B Threshold

Part 2: Credit Rating Threshold

Lot No. & Description	Credit Rating Threshold
Lot 1 Franking Machines, Mailroom Equipment And Associated Consumables	45
Lot 2 Collection And Delivery of Letters, Large Letters and Parcels within the UK	45
Lot 3 Collection And Delivery of Letters, Large Letters and Parcels to International Destinations	45
Lot 4 Audits, Efficiency Reviews and Niche Consultancy	45
Lot 5 Business Process Outsourcing, Mailroom, Document and Data Managed Service	45
Lot 6 Hybrid Mail, Digital and Transformational Communications	45

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Lot 7 Inbound Delivery, Mail Opening And Digital Scanning Services	45
Lot 8 Security Screening Services	45

ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS**1. Definitions**

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"

1 the minimum credit rating level for the Monitored Company as set out in Appendix 2;

"Financial Distress Event"

2 the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with

Joint Schedule 7 (Financial Difficulties)

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	respect to financial indebtedness or obligations under a contract;
	ii) non-payment by the Monitored Company of any financial indebtedness;
	iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
	iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	3 in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
"Financial Distress Service Continuity Plan"	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier or any Key Subcontractor
"Rating Agencies"	6 the rating agencies listed in Appendix 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Annex 5 shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to the Relevant Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Appendix 2.

Joint Schedule 7 (Financial Difficulties)

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3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Relevant Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Relevant Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company]; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored]; and |
| D | is the value at the relevant date of the current liabilities of the Monitored Company]. |

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

Joint Schedule 7 (Financial Difficulties)

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4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Relevant Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Relevant Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or nonpayment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of the Relevant Authority meet the Relevant Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to the Relevant Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as the Relevant Authority may reasonably require.

4.4 If the Relevant Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This

Joint Schedule 7 (Financial Difficulties)

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process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Relevant Authority or referred to the Dispute Resolution Procedure.

4.5 If the Relevant Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by the Relevant Authority, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 The Relevant Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

Joint Schedule 7 (Financial Difficulties)

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5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 The Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Joint Schedule 7 (Financial Difficulties)
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APPENDIX 1: RATING AGENCIES

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Joint Schedule 7 (Financial Difficulties)
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APPENDIX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold
Guarantor	N/A
Key Subcontractor	D&B Threshold

Part 2: Credit Rating Threshold

Lot No. & Description	Credit Rating Threshold
Lot 1 Franking Machines, Mailroom Equipment And Associated Consumables	45
Lot 2 Collection And Delivery of Letters, Large Letters and Parcels	45
Lot 3 Collection And Delivery of Letters, Large Letters and Parcels to International Destinations	45
Lot 4 Audits, Efficiency Reviews and Niche Consultancy	45
Lot 5 Business Process Outsourcing, Mailroom, Document and Data Managed Service	45
Lot 6 Hybrid Mail, Digital and Transformational Communications	45
Lot 7 Inbound Delivery, Mail Opening And Digital Scanning Services	45
Lot 8 Security Screening Services	45

Joint Schedule (Minimum Standards of Reliability) Crown
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Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Call-Off Contract.

1.2 CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

Framework Ref: RM6280
Project Version: v1.0 1 Model Version: v3.3

Joint Schedule 10 (Rectification Plan)
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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date: <table border="1"><tr><td></td></tr></table>	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.0

Joint Schedule 10 (Rectification Plan)

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Project Version: v1.0
Model Version: v3.0

Joint Schedule 12 (Supply Chain Visibility)

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Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 12 (Supply Chain Visibility)

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract
(including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Joint Schedule 12 (Supply Chain Visibility)
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Supply Chain Information Report template



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Call-Off Contract Charges	All spend by business area and tariff. Spend that does not come directly through the contract (e.g. meter resets) should be highlighted as non spend or displayed separately.	Excel	Monthly

Framework Ref: RM6280

Project Version: v1.0 2 Model Version: v3.0

Call-Off Schedule 2 (Staff Transfer) Call-Off

Ref:

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Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

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

“Acquired Rights Directive” the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or reenacted from time to time;

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"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

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"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:
	<ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

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- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, selfemployed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the

Employment Regulations;

"Supplier's Final a list provided by the Supplier of all Supplier Staff whose **Supplier** will transfer under the Employment Regulations on the **Personnel List"** Service Transfer Date;

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"Supplier's a list prepared and updated by the Supplier of all **Provisional** Supplier Staff who are at the date of the list wholly or **Supplier** mainly engaged in or assigned to the provision of the

Personnel List" Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring those employees of the Buyer to whom the Employment **Buyer** Regulations will apply on the Relevant Transfer Date;
Employees"

"Transferring in relation to a Former Supplier, those employees of the **Former Supplier** Former Supplier to whom the Employment Regulations **Employees"** will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

Call-Off Schedule 2 (Staff Transfer) Call-Off

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3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

None – Not applicable.

Call-Off Schedule 3 (Continuous Improvement) Call-Off

Ref:

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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.0

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Call-Off Schedule 3 (Continuous Improvement) Call-Off

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Framework Ref: RM6280
Project Version: v1.0
Model Version: v3.0

Call-Off Schedule 5 (Pricing Details) Call-Off
Ref:
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Call-Off Schedule 5 (Pricing Details)

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[Redacted]

Framework Ref: RM6280
Project Version: v1.0
Model Version: v3.1

Call-Off Schedule 10 (Exit Management) Call-Off

Ref:

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Call-Off Schedule 10 (Exit Management)**1. Definitions**

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

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date,

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"Termination Assistance"	10	whether those goods are provided by the Buyer internally and/or by any third party; the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	14	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Subcontracts and other relevant agreements required in connection with the Deliverables; and

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2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

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4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the

Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- (a) every six (6) months throughout the Contract Period;
- and

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- (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

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5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

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7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

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8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**"); 8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets;
and
- (b) the Non-Exclusive Assets, the Buyer and/or the Replacement Supplier requires the continued use of;
and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the

Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

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8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels) Call-Off

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

"Service Credits" any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit" has the meaning given to it in the Order Form; **Cap"**

"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.

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:

Call-Off Schedule 14 (Service Levels) Call-Off

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- 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 entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 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.

Call-Off Schedule 14 (Service Levels) Call-Off

Ref:

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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

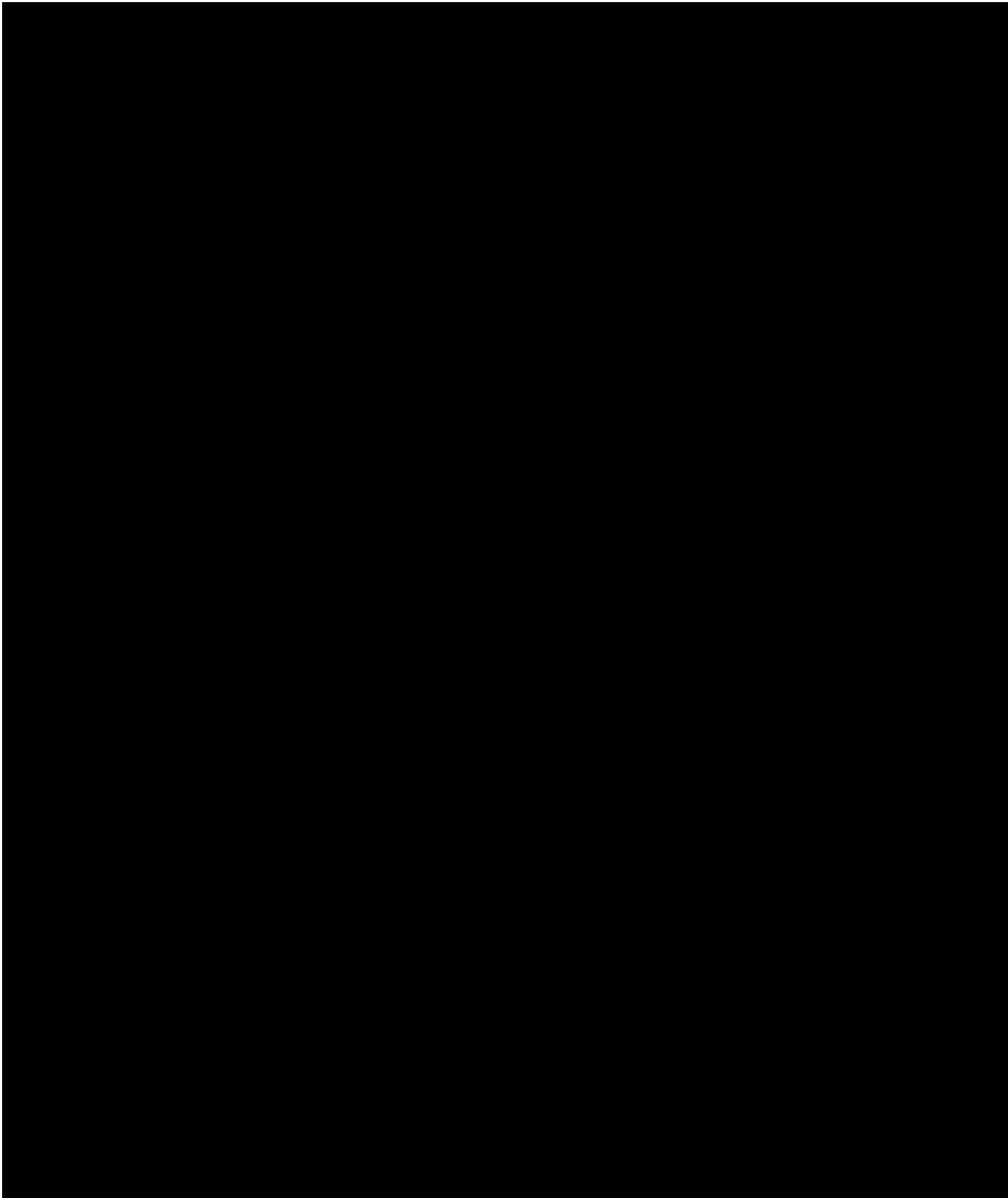
1.2.4 if a Critical Service Level Failure has occurred, exercise its right to
Compensation for Critical Service Level Failure (including the
right to terminate for material Default).

2. Service Credits NOT APPLICABLE

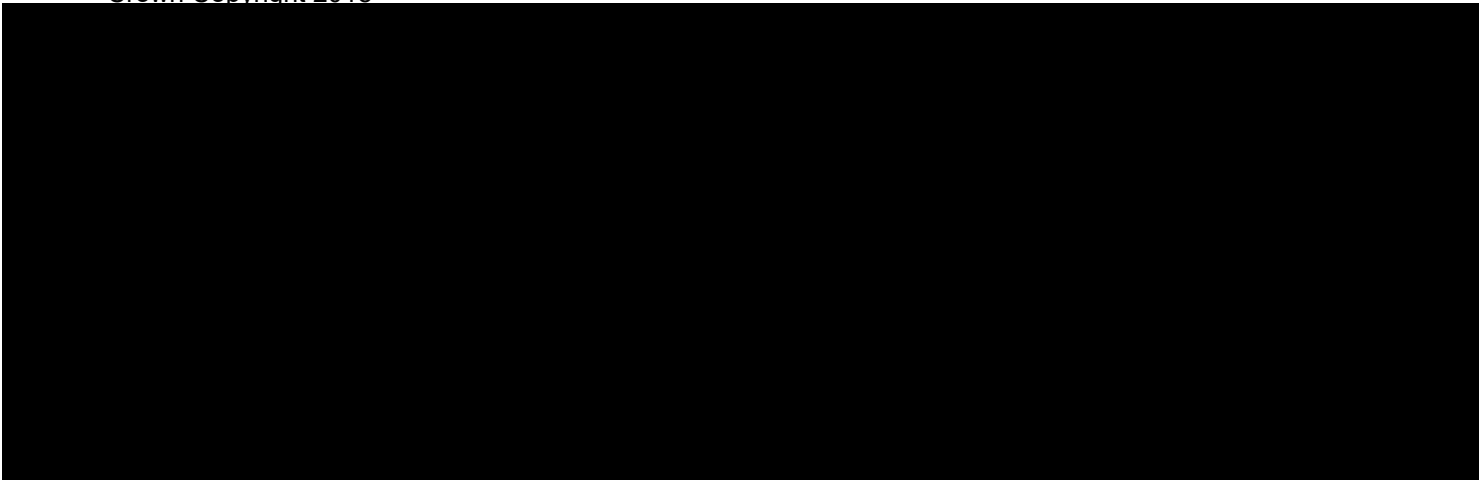
Annex A to Part A: Services Levels



Call-Off Schedule 14 (Service Levels) Call-Off
Ref:
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Call-Off Schedule 14 (Service Levels) Call-Off
Ref:
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Call-Off Schedule 14 (Service Levels) Call-Off

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 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;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 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.

Call-Off Schedule 14 (Service Levels) Call-Off

Ref:

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- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 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.

4. Satisfaction Surveys

- 4.1 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.

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

Ref:

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

1. DEFINITIONS

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

Ref:

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

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

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

Ref:

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

Annex: Contract Boards

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

Not Applicable

Call-Off Schedule 16 (Benchmarking) Call-Off
Ref:
Crown Copyright 2018

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

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

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

Call-Off Schedule 16 (Benchmarking) Call-Off

Ref:

Crown Copyright 2018

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review

Call-Off Schedule 16 (Benchmarking) Call-Off

Ref:

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demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

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

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and

Call-Off Schedule 16 (Benchmarking) Call-Off

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- (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

Call-Off Schedule 16 (Benchmarking) Call-Off

Ref:

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- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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

Call-Off Schedule 20 (Call-Off Specification) Call-Off
Ref:
Crown Copyright 2018

Call-Off Schedule 20 (Call-Off Specification)

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

DEFRA ALB – requirements for collection and delivery of letters, large letters and parcels to both domestic and international addresses.

Overview

DEFRA ALBs require a basic mail services contract to provide COLLECTION AND DELIVERY OF LETTERS, LARGE LETTERS AND PARCELS to both domestic and international premises. Volumes may differ considerably between sites due to the occupancy and nature of each sites usage. An assessment of these sites to define the level of management required will need to be conducted as part of implementation.

The expectation is for all current services currently held with Royal Mail to be reviewed by each department and either maintained or closed accordingly.

Key services required across sites:

- 1st class mail
- 2nd class mail
- Large Letter
- Small packet/parcel
- Recorded Delivery
- Signed for Deliveries
- Mail collections from premises

Additional services that may be required ad hoc:

- Redirection services
- Keepsafe services
- PO BOX management
- Response Licence services

Contract Management requirements:

- Named, appointed individual contract manager from Royal Mail
- Named, appointed individual finance representative from Royal Mail

Call-Off Schedule 20 (Call-Off Specification) Call-Off

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- Named, appointed individual stakeholder representative from each ALB to assist with comms and issues
- Service to be reviewed Quarterly via MS Teams by all parties appointed.
- Weekly stakeholder meetings recommended to discuss trends, common issues, upcoming risks, etc
- User guidance to be provided by supplier for all services and reviewed annually or when services change (whichever is more frequent)
- Finance processes for each department to be defined and held on file
- Account creations for all services must be fed through contract managers to ensure stability of overarching contract.

Payment Mechanisms

The client requires the ability to pay for all services via BACS through their finance systems managed by SSCL (SOP)

Additional options to pay via government purchase card are acceptable but not preferred route.

The number of offices/sites that utilise this service within that time is likely to fluctuate as the estate is currently under review and requirements may change.

ANNEX 2 – Postal Services and Solutions (RM6280)

LOT 2 - COLLECTION AND DELIVERY OF LETTERS, LARGE LETTERS AND PARCELS
--

1. SCOPE

- 1.1.** The Supplier shall provide a cost effective, flexible, high quality and value for money collection and delivery Service for letters, large letters, and parcels which are collected from Buyer Site(s) for onward delivery within the UK including England, Northern Ireland, Scotland and Wales.
- 1.2.** The Supplier shall deliver a range of Services that fulfil the requirements of the Buyer and fall within the scope of a collection and delivery service from Buyer Site(s). This may include but not be limited to Buyer Premises and nominated third party premises.
- 1.3.** The core requirements of this Lot 2 shall include but will not be limited to:

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification) Call-Off
 Ref:
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- Collection Services
- High Volume Services
- Low to Medium Volume Services
- Sorted and Unsorted Services
- Secure Services
- Undelivered items
- Delivery timescales (non-secure items)
- Consumables and equipment

2. MANDATORY REQUIREMENTS – SERVICES

The Supplier shall have the flexibility and scalability to accommodate a wide range of public sector organisations.

2.1. Collection and Delivery

- 2.1.1. The Supplier shall provide a collection and delivery Service for letters, large letters, and parcels within the UK as set out in the table below:

England
Wales
Northern Ireland
Scotland

- 2.1.2. The Supplier shall be aware that Buyers' may collate mail items according to their requirements and this may involve multiple batches of mail items scheduled for collection.

- 2.1.3. The table below illustrates the dimensions and classifications of the various mail items. This is intended to capture the majority of the requirements however occasionally items may fall outside the parameters i.e. items which are not deemed to be a conventional shape, such as rolled or cylinder shaped items but this will be defined by the Buyer during the Call-Off Procedure.

	Max Weight	Max Length	Max Width	Max Thickness
Letter*	100g	240mm	165mm	5mm
Large Letter	750g	353mm	250mm	25mm
Poll Sort Access Tray Letter	20g	240mm	165mm	5mm
Small Parcel	2kg	450mm	350mm	160mm
Medium Parcel	20kg	610mm	460mm	460mm
Large Parcel	30kg	1.5m	3m	3m
*minimum letter size for machine readable is 154mm x 110mm x 0.25mm				

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2.1.4. The Supplier shall be aware that Buyers' accessing this Framework Contract will be at different levels of maturity in terms of the production and sortation of their mail items. The Supplier shall have the ability to manage such requirements which include the following:-

- 2.1.4.1. Pre-sorted mail -Some Buyers' who access this Framework Contract will be able to undertake a level of sortation on their mail items prior to handover to the Supplier. The level of sortation that the Buyer may undertake on their mail items prior to handover to the Supplier may vary.
- 2.1.4.2. This is referred to as pre-sorted mail and could include but is not be limited to:
- A basic sort to regions or postcode that is undertaken manually by the Buyer.
 - Mechanical high sort or Access 1400 or equivalent
 - Mechanical low sort or Access 70 or equivalent
- 2.1.4.3. Un-sorted mail -Some Buyers will not be able to perform a level of sortation on their mail items prior to handover to the Supplier. This is referred to as un-sorted mail.

2.2. Collection Services

2.2.1. The Supplier shall work with the Buyer to agree a mutually acceptable collection time and tolerances in relation to the collection of mail items from Buyer Sites and shall endeavour to collect all mail items at the time agreed with the Buyer as set out in table below:

Standard collection (after 3pm)	Monday-Friday at no additional cost to Buyer.
Out of hours collection (before 3pm)	Monday –Friday

2.2.2. Collection maybe required from multiple Sites which shall be specified by the Buyer during the Call – Off Procedure.

2.2.3. It is recognised that in exceptional circumstances the Supplier may need to charge the Buyer for collection of mail items, as set out in table below and as follows:

- Where the collection time falls outside of the Supplier's collection window;
- Where the Buyer requires infrequent collections;
- An urgent, ad-hoc collection is required.

Call-Off Schedule 20 (Call-Off Specification) Call-Off
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Ad-Hoc:	An urgent/unscheduled collection Monday-Friday
Extended service collection	Sat and Sunday and Public Holidays

2.2.4. The maximum collection charge(s) for exceptional circumstances are to be detailed by the Supplier within Framework Schedule 3 (Framework Prices) and any such charges shall be agreed between the Supplier and the Buyer during the Call-Off Procedure.

2.2.5. The Supplier shall take all reasonable measures to keep any such charges for exceptional circumstances for a collection Service, to an absolute minimum.

2.3. Planned High Volume Service

2.3.1. The Supplier shall provide a Service to Buyers' who have a requirement to send high volume mailings, which are planned in advance. This may include but not be limited to marketing campaigns, benefit statements etc. As a minimum these Services shall cover:

- Pre- sorted high volume mailings of 1000 large letters or more, per collection
- Pre-sorted high volume mailings of 4000 letters or more, per collection
- Un-sorted high volume mailings of 1000 large letters or more, per collection
- Un-sorted high volume mailings of 4000 letters or more per collection.

2.3.2. Ad-hoc High Volume Services

2.3.2.1. The Supplier shall provide a Service to Buyers' who have a requirement to send high volume mailings, which are of an ad hoc nature and which the Buyer may not be able to plan in advance. This may include but not be limited to correspondence advising of a change in legislation, urgent notifications etc. As a minimum these Services shall cover.

- Pre-sorted high volume mailings of 1000 large letters or more, per collection
- Pre-sorted high volume mailings of 4000 letters or more, per collection
- Un-sorted high volume mailings of 1000 large letters or more, per collection
- Un-sorted high volume mailings of 4000 letters or more per collection.

2.4. Low to Medium Volume Services

2.4.1. The Supplier shall provide a Service to Buyers' that have a requirement for sending low to medium volume mail items. These mail items will generally originate from Buyer Premises and shall vary in volume on a day to day basis.

Call-Off Schedule 20 (Call-Off Specification) Call-Off
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2.4.2. Low to medium volume mail items may consist of but shall not be limited to the following:

- Pre-sorted or unsorted
- Planned or ad-hoc
- Printed (for example Optical Character Recognition (OCR standard))
- Handwritten addresses
- Inclusion of a Mailmark or other identifier to aid with processing

2.5. Delivery Timescales (Non Secure Items)

2.5.1. The Supplier shall provide the Buyer with a range of delivery times for the delivery of mail items, as a minimum these shall include:

- Premium Delivery (the equivalent of 1st Class) – delivery of the item the within the next 1-2 Working Days following collection from the Buyer Site.
- Standard Delivery (the equivalent of 2nd Class) – delivery of the item within 2-3 days of collection from the Buyer Site.

2.5.2. The Supplier shall use best endeavours to deliver mail items on a premium delivery Service the within the next 1-2 Working Days to achieve the market standard of 93% of items delivered within the next 1-2 Working Days. The Supplier shall have processes in place to measure and evidence achievement of this standard to Buyers', where requested.

2.6. Secure Services

2.6.1. The Supplier shall provide a secure delivery service where required for some mail items. This will not be required for all mail items and as such, shall be identified during the Call-Off Procedure.

2.6.2. The Buyer shall determine the level of secure delivery service that is required for each mail item they send from the following:

- Tracked delivery no signature/visual proof: Tracking of the item movements with confirmation that the item has been delivered to the address, but no signature or other visual proof required.
- Signature on delivery: no tracking is required at any point other than confirmation via a signature or other means that the item has been delivered.
- Tracked delivery including signature/visual proof: Signature or other visual proof to confirm that the item has been delivered to the address, including prior tracking of the item movements required.

2.6.3. The Supplier shall provide compensation (based on the value of the items and the amount declared by the Buyer) payments to the Buyer in the event of loss or damage to any mail items sent through a secure delivery service. The Supplier shall detail the level of compensation within Framework Schedule 3 (Framework Prices).

2.6.4. The Supplier shall also be able to provide a range of delivery times for the delivery of secure mail items. Such delivery times may include, but are not limited to:

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- Before 9am delivery • Before 1pm delivery
- Before 5pm delivery

2.6.5. The Supplier shall provide a tracking facility, so that the Buyer can monitor where a secure item is within the delivery network. This may be an online facility which can be easily accessed by the Buyer. This shall be at no additional cost to the Buyer.

2.6.6. The Supplier shall provide a telephone helpdesk facility to the Buyer so that queries in relation to the delivery of secure mail items can be raised and escalated. Such facilities shall be provided to the Buyer at no additional cost.

2.6.7. The Supplier shall provide help desk support during core operational hours between the hours of 09:00 to 17:00 Monday to Friday, excluding public holidays (England).

2.7. Undelivered Items

2.7.1. The Supplier shall have a robust process for dealing with mail items which have not been delivered successfully, or cannot be processed by the Supplier following collection.

2.7.2. The Supplier shall ensure that where an item cannot be processed for whatever reason, then this item is returned to the buyer as soon as possible.

2.7.3. The Supplier shall ensure that where an item cannot be processed within the Mail Centre, the item shall be returned to the Buyer with an explanation as to why the item could not be processed, such reasons may include but not be limited to;

- Supplier has a record that the addressee gone away;
- Supplier has a record that the addressee is not at the address; • Incorrect address; • Incorrectly packaged.

2.7.4. If an item is processed and then returned to the mail system as 'return to sender' or any other reason, then the supplier shall endeavour to provide the Buyer with as much information as possible as to why the item has been returned.

2.7.5. The Supplier shall not destroy an undelivered mail item under any circumstances, unless the Buyer has provided prior Approval to do so.

2.7.6. The Supplier shall advise the Buyer on non – delivery within 48 hours where an item has been sent using a tracked service and the item cannot be delivered. The Supplier shall also advise when the item will be returned to the Buyer.

2.7.7. The Supplier shall not charge any the Buyer any additional costs for any items that are returned that could not be delivered.

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2.8. Consumables and Equipment

2.8.1. The Supplier shall provide the Buyer with the necessary equipment and consumables needed to use the Service in the correct way and ensure that the Buyer complies with the Supplier's conditions of carriage. This shall be provided at no additional cost to the Buyer.

2.8.2. Such equipment and consumables may include but are not limited to:

- The necessary software (including installation, training and decommissioning) to enable the Buyer to interface directly with suitable approved software e.g. Royal Mail Mailsort software or equivalent;
- Label printers (including associated cables, power supply unit, installation and decommissioning);
- Associated consumables, including but not limited to labels, mail bags/trays, bag ties, manifest templates and mail cages.

2.8.3. The Supplier shall provide the Buyer with an easy to use means of re ordering consumables and equipment required during the lifetime of the Contract. This shall be defined during the Call-Off Procedure.

2.9. Mail Integrity

2.9.1. The Supplier shall ensure the physical security of all mail items collected from the Buyer during the collection and delivery process. For the avoidance of doubt the Supplier shall be responsible for the items from the point of collection from the Buyer Site through to the actual delivery of the item to the addressee.

2.9.2. Where a Supplier is offering a Downstream Access (DSA) solution to the Buyer, then the Supplier shall be responsible for the security of the items from the point of collection from the Buyer Site through to the point the items are handed over to Royal Mail at the Royal Mail Inbound Mail Centre.

2.10. Mail Inspection

2.10.1. The Supplier shall have reasonable rights of access to open mail sacks or inspect items within trays to inspect the presentation of items (but not the contents of the mail items) in order to verify compliance with the requirements of the Service and the terms and conditions of carriage.

2.10.2. For the avoidance of doubt, the Supplier shall not open the mail items in its possession. All items shall remain unopened.

2.11. Downstream Access (DSA)

2.11.1. The Postal Service Market was liberalised in 2006, which meant that the market was opened up to competition and the Supplier shall be able to provide a Downstream Access (DSA) solution to meet the Deliverables (Services and/or Solutions) under this Framework Contract.

2.11.2. Where a Supplier is not an end to end provider and is offering a Downstream Access (DSA) solution under this Framework Contract the Supplier shall ensure that they are in possession of a valid access agreement (contract) with Royal Mail Wholesale. The Supplier shall be required to provide a

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declaration to CCS to confirm that they are in possession of an access agreement prior to the Framework Start Date.

- 2.11.3. The Supplier shall convey and deliver to the relevant Royal Mail access point all mail items collected by the Supplier from the Buyer Sites. The items shall be processed by the Supplier in line with their access agreement prior to hand over to the Royal Mail access point.
- 2.11.4. Where a Supplier is required to use Royal Mail for the final sortation and delivery of mail items, the Buyer acknowledges that the Supplier is not able to offer any assurance about the actual delivery time of any items by Royal Mail.
- 2.11.5. The Supplier shall not be liable to the Buyer or to any other person for failure to deliver within the expected timescales where such failure is directly attributable to the Royal Mail component.
- 2.11.6. The Supplier shall ensure that they have appropriate processes and communication established with Royal Mail to enable seamless investigations of incidents of wrong delivery, delayed delivery or other such issues that occur with the final mile delivery of Buyer mail items.

2.12. Supplier User Guides and Operating Manuals

- 2.12.1. The Supplier shall develop and maintain user guides and operating manuals pertinent to the Deliverables (Services and/or Solutions) supplied under this Framework Contract. The user guides and/or operating manuals shall be provided to the Buyer at the Call-Off Start Date. This shall be provided at no additional cost.
- 2.12.2. The Supplier shall ensure that the user guides and/or operating manuals provide clear detailed instructions of the operation of the Deliverables and are updated regularly following any amendments to ensure the Buyer is always using the Deliverables in the correct way.
- 2.12.3. The content of the user guides and/or operating manuals may include, but shall not be limited to:
 - User obligations in relation to the performance and operation of the Services and/or Solutions, including but not limited to:
 - Terms and conditions of carriage
 - Presentation of output
 - Addressing standards
 - Packaging requirements
 - Forecasting requirements
 - Supplier obligations in relation to the performance and operation of the Services and/or Solutions.
 - Helpdesk or other contact information to ensure the Buyer has a point of contact in the event of any queries or issues.
 - Where applicable, the user guide and/or operating manual shall advise the Buyer how to order consumables.
 - The Supplier ensure that user guides and/or operating manuals are written in plain English and are easy to use. A glossary of terms shall be included.

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2.13. Implementation

- 2.13.1. The Supplier shall provide an effective implementation process for Buyers and provide Buyers with the appropriate level of support and guidance.
- 2.13.2. The Supplier shall be aware that Buyers may range from small public sector organisations e.g. small Local Authorities through to large Central Government departments and each Buyer will have differing levels of awareness and knowledge of the service and/or solution and experience of the delivery of the service and/or solution by incumbent suppliers. This is known as the Buyers level of maturity. Suppliers shall be aware that the implementation requirements, including the level of support required from the Supplier may differ depending on the Buyer's level of maturity.
- 2.13.3. The Supplier shall be aware that Buyers may range from small public sector organisations e.g. small Local Authorities through to large Central Government departments and have varying numbers of staff (i.e. from single figures up to thousands), single or numerous geographic locations, varying scopes of requirements and varying potential spend values (i.e. from hundreds to millions of pounds per annum). This is known as the Buyer's level of complexity. The Supplier shall have the flexibility and scalability to accommodate a wide range of public sector organisations and shall be aware that the implementation requirements may differ depending on the Buyer's level of complexity.
- 2.13.4. The Supplier shall be aware that Buyers' may require a phased approach to implementation of the service and/or solution during an implementation period.
- 2.13.5. The Supplier shall be aware that the implementation period may be the period between the award of the Call-Off Contract up to the Call-Off Start Date or other dates as specified by the Buyer.
- 2.13.6. The Supplier shall be aware that they may be required to implement multiple numbers of Call-Off Contracts with varying levels of Buyer maturity and complexity during the same implementation period.
- 2.13.7. The Supplier shall work with the Buyer to accommodate each phase of implementation which will be defined and agreed between the Supplier and the Buyer during the Call-Off Procedure. A Buyer may require a clear implementation plan which details, as a minimum, key milestones, durations and responsibilities as set out in Annex 1 Implementation Plan of Call-Off Schedule 13 (Implementation Plan and Testing) or as required by the Buyer.
- 2.13.8. The Supplier, where required by the Buyer, shall appoint an implementation team which shall be led by an implementation manager. The implementation manager shall be responsible for overseeing the project and reporting progress to the Buyer in accordance with the implementation plan.
- 2.13.9. The Supplier, where required by the Buyer, shall develop a communications plan, to be agreed with the Buyer, which as a minimum shall include the frequency, responsibility and nature of communication with the Buyer and end users of the services and/or solution.

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- 2.13.10. The Supplier shall ensure that appropriate skilled, experienced and where legally or contractually required qualified resources, including Supplier Staff, are identified and advised to the Buyer in order to fulfil the services and/or solution during both the implementation period and during the Call-Off Contract Period and the Supplier shall work with Buyer's to meet their individual demands (e.g. fluctuations in volumes).
- 2.13.11. The Supplier shall ensure that appropriate skilled, experienced and where legally or contractually required qualified Supplier Staff will be available to ensure that Service Levels for Buyers are not compromised during times of peak Supplier activity, for instance at times when the implementation of additional Buyers by the Supplier is taking place.
- 2.13.12. The Supplier shall work cooperatively with the Buyer's incumbent supplier(s) to ensure a systematic, planned and robust transfer of the service and/or solution, including where appropriate the transfer of validated data from the incumbent supplier to the Supplier.
- 2.13.13. The Supplier shall comply with the requirements and processes detailed in Call-Off Schedule 13 (Implementation Plan and Testing), where specified by the Buyer during the Call-Off Procedure.

3. MANDATORY REQUIREMENTS – FRAMEWORK MANAGEMENT

3.1. Interaction

- 3.1.1. The Framework Contract shall be managed by CCS, by a combination of reviews of Suppliers performance against the Performance Indicators and via discussions and information sharing on a regular basis between CCS and the Supplier.
- 3.1.2. The form and frequency of such discussions between CCS and the Supplier shall be established during the initial six (6) Months of the Framework Contract Period.
- 3.1.3. This will be subject to review on an ongoing basis to ensure that this remains fit for purpose. It is anticipated that any face to face meetings will be no more than once a month.
- 3.1.4. The form and frequency of contact shall depend on the value and proactivity brought to the Framework Contract by the Supplier. Contact methods will vary and may include, but shall not be limited to:
 - (a) face-to-face meetings;
 - (b) calls, webinars; (c) supplier surgeries; and (d) newsletters.
- 3.1.5. Suppliers are required to be flexible in their approach to accommodate the range of methods available to ensure that the most appropriate and best value approach is adopted throughout the lifetime of the Framework Contract.

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3.2. Buyer Access

- 3.2.1. The Supplier shall be expected to work with CCS over the lifetime of this Framework Contract to simplify how Buyers' may access the Framework Contract. This shall include but is not limited to, supporting CCS to implement a digital marketplace solution which will make as many of the available Services and Solutions as possible accessible through a single sign on, CCS branded digital platform.

4. MANDATORY REQUIREMENTS – GENERAL

4.1. Supplier Staff

- 4.1.1. The Supplier shall ensure that all Supplier Staff carry relevant photographic identification upon their person at all times which can include one of the following:
- A full UK driving licence
 - Photo identity cards
 - Organisation identity cards
- 4.1.2. The Supplier shall be aware that Buyer's may have a requirement for the Supplier to provide security information prior to arrival at the nominated Site(s). This will be defined by the Buyer during the Call-Off Procedure and may include, but not is not limited to:
- Vehicle details including registration
 - Full driver details and estimated time of arrival

4.2. Security

- 4.2.1. The Supplier shall comply with the Cabinet Office Security Policy Framework (SPF) throughout the lifetime of each Contract, as may be amended from time to time. Full details of the Cabinet Office SPF can be viewed via the link below:
- <https://www.gov.uk/government/collections/government-security>
- 4.2.2. The Supplier shall ensure they fully comply with the standards set out in the link below:
- <https://www.gov.uk/government/publications/hmg-personnel-security-controls>
- 4.2.3. The Supplier shall comply with all requirements of Baseline Personnel Security Standard (BPSS) or an agreed equivalent and ensure a BPSS is undertaken for all Supplier Staff, in accordance with HMG Baseline Personnel Security Standard accessible via the link below:
- <https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard>

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- 4.2.4. The Supplier shall comply with the requirements of the Buyer and where relevant, the Security Policy, to ensure that they have in place the required level of security clearance and screening for Supplier Staff.
- 4.2.5. The Supplier shall be aware that Buyers' may have a requirement for Supplier Staff to have a higher level of security clearance, including but not limited to, Security Check (SC) clearance. The requirement for any such level of clearance shall be defined by the Buyer during the Call-Off Procedure.
- 4.2.6. The Supplier shall be aware that Buyers' may request additional security measures to comply with their Security Policy. This may include, but is not limited to:
- non-liveried vehicles or alternatively vehicles may require livery so they are easily identifiable;
 - non-uniformed Supplier Staff or alternatively Supplier Staff may be required to wear a uniform so they are easily identifiable.
- 4.2.7. The requirement for any such security measures shall be defined by the Buyer during the Call-Off Procedure.
- 4.2.8. The Supplier shall ensure that all Supplier Staff used in the provision of the Services and/or Solutions under this Framework Contract shall comply with security controls, procedures and policies as specified in each Contract.
- 4.2.9. The Supplier shall ensure that no person who discloses that they have a relevant conviction, or who is found to have any relevant convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise, is employed or engaged in any part of the provision of the Services and/or Solutions without prior written Approval.

4.3. Supplier Staff Income Standards

- 4.3.1. The Supplier shall ensure that all Supplier Staff employed in the delivery of Services and/or Solutions under this Framework Contract receive a wage and benefits that meets, as a minimum, the national legal standards in the country of employment.
- 4.3.2. The Supplier shall be aware that Buyers' may have a requirement for the Supplier to meet other voluntary wage requirements such as the London Living Wage. Any such requirements will be defined by the Buyer during the Call-Off Procedure.

4.4. Subcontractors

- 4.4.1. The Supplier shall be the primary point of contact for all Key Subcontractors and/or Subcontractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the lifetime of each Contract.

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- 4.4.2. Where Subcontractors and/or approved Key Subcontractors are used in the provision of the Services and/or Solutions, the Supplier must continue to manage, control and maintain all Buyer facing activities, including but not limited to, all Call-Off contract management activities and invoicing to Buyers.

4.5. Data Security

- 4.5.1. The Supplier shall comply with Framework Schedule 10 (ISO 27001 or equivalent) to ensure that they and any Key Subcontractor engaged by the Supplier to deliver the Services and/or Solutions are compliant with and operate to the ISO 27001 Information Security Management standards or equivalent.
- 4.5.2. The Supplier shall ensure that Buyers' information and data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and data is transmitted across all applicable networks and/or in line with the Buyers' requirements.
- 4.5.3. The Supplier shall, where required, have the capability to employ encryption to information / data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL and/or in line with the Buyers' requirements.
- 4.5.4. The Supplier shall comply with the requirements of the Buyer and where relevant, the Security Policy and procedures, to ensure that they have in place and operate to the required level of data security and are able to comply with relevant security systems and/or networks. Any such requirements will be defined by the Buyer during the Call-Off Procedure and may include, but are not limited to:
- ISO 15408 Common Criteria for Information Technology Security Evaluation
 - N3 (the national broadband network for the English National Health Service (NHS)) to be superseded by HSCN (Health and Social Care Network)
 - Code of Connection (CoCo) Compliance
 - Government Connection Secure Extranet (GCSX)
 - Public Services Network (PSN) Compliance
 - Citrix Secure Gateway
 - Level 2 Information Governance to be superseded by DSP (Data Security and Protection) Toolkit
- 4.5.5. The Supplier shall not charge a Buyer for any specific standards and/ or security compliance or accreditation/certification that they specify during the Call-Off Procedure.

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- 4.5.6. The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer's representative immediately and depending on the impact of the breach, shall also be reported to CCS.

4.6. Processing Data

- 4.6.1. The Supplier shall not deliver all or any part of the Services and/or Solutions from a country not within the EU and shall not transfer any Personal Data outside of the EU without the prior written consent of the Relevant Authority.
- 4.6.2. The Supplier shall ensure they fully comply with the obligations set out in Joint Schedule 11 (Processing Data).

4.7. Quality Management

- 4.7.1. The Supplier shall ensure that they and any Key Subcontractor engaged by the Supplier to deliver the Services and/or Solutions are compliant with and operate to the ISO 9001 Quality Management standards or equivalent. The Supplier shall be required to provide evidence of their current ISO 9001 certification or equivalent to CCS throughout the lifetime of the Framework Contract.

4.8. Management Information ("MI")

- 4.8.1. The Supplier shall provide MI in accordance with the requirements as set out in Framework Schedule 5 (Management Charges and Information).
- 4.8.2. The Supplier shall ensure that specific MI requirements of CCS or Buyers' continue to be met throughout the duration of the Contract. The Supplier shall work co-operatively with the Relevant Authority to meet these developing MI requirements at no additional cost.

4.9. Environmental and Sustainability

- 4.9.1. The Supplier shall work with the Relevant Authority to limit the environmental impact of the Deliverables supplied under this Framework Contract. The Supplier shall integrate environmental protection and sustainable development into its decision-making processes, in respect of both the execution of its core functions and responsibilities and the management of day-to-day operations.
- 4.9.2. The Supplier shall consider the relevance of sustainability at all lifecycle stages of the Services and/or Solutions provided under this Framework Contract. This includes not only consideration of commercial needs and minimisation of negative impacts but also the maximisation of positive impacts on society and the environment.

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- 4.9.3. The Supplier shall work with the Relevant Authority to identify opportunities to introduce innovation, reduce cost and waste and ensure that sustainable development is at the heart of their operations. This shall include but is not limited to product rationalisation and standardisation; leveraging of opportunities within the Supplier's supply chain and reviewing Order placement methods, frequency and quantity.
- 4.9.4. The Supplier shall support the wider agenda of sustainability in terms of the social, economic and environmental impact of Buyers' operations, through the provision of data within the management information which supports Buyers' objectives.
- 4.9.5. The Supplier shall comply with the requirements of the Buyer to ensure that they have in place and operate to the required level of environmental and sustainability standards. Any such requirements will be defined by the Buyer during the Call-Off Procedure and may include compliance with ISO 14001, Eco-Management and Audit Scheme (EMAS) or a nationally recognised accredited equivalent standard applicable to the relevant Services and/or Solutions.
- 4.9.6. The Supplier shall include the provision of transport and Services that are aligned with the EU Green Public Procurement standards, wherever possible.
- 4.9.7. The Supplier shall work cooperatively and provide assistance to Buyers' to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements, details of which can be accessed via the following link:
<https://www.gov.uk/government/publications/greening-governmentcommitments>
- 4.9.8. The Supplier shall comply with the Government Buying Standards applicable to the Deliverables under this Framework Contract. Full details can be found on the DEFRA Sustainable Development in Government website via the following link:
<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

4.10. Value for Money

- 4.10.1. The Supplier shall support public sector organisations by driving behaviour towards implementing best practice and applying your knowledge and expertise to the market for more efficient and effective ways of working to optimise commercial benefits and delivery of savings and efficiencies over the lifetime of each Contract.
- 4.10.2. The Supplier shall ensure that where volumes are secured under this Framework Contract, they shall employ strategies to leverage the benefit of such volumes in their commercial offering to ensure best value for the Buyer.

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Such strategies may include working with the supply chain to maximise any efficiencies and ensuring sustainability of supply.

4.10.3. The Supplier shall be aware that Buyers may have requirements that fall within a small geographical area such as a limited region or postcode area. Where appropriate, the Supplier may leverage these localised Buyer needs in their commercial offering to ensure best value for the Buyer.

4.10.4. The Supplier shall be aware that public sector organisations may seek to work in collaboration with each other to drive value and efficiencies. This collaborative approach may be in a specific region or may extend more widely. The Supplier shall comply with such requirements and associated processes, in accordance with Call-Off Schedule 12 (Clustering).

4.11. Estates Rationalisation

4.11.1. The Supplier shall be aware that many public sector organisations are reviewing their office locations and estate and it is likely that over the lifetime of this Framework Contract the number of office locations will reduce. As a result of such a programme, a Buyer may have the need to relocate the Services and/or Solutions.

4.11.2. The Supplier shall adopt a flexible approach to accommodate any such requirements in the management of the Buyers' Services and/or Solutions throughout the lifetime of the Contract.

4.12. Regulatory Requirements

4.12.1. Where applicable to the supply of Services and/or Solutions under this Framework Contract, the Supplier shall ensure that it complies with the regulatory requirements and conditions imposed by the Regulator. Further details can be found via the link below:

<https://www.ofcom.org.uk/postal-services/information-for-the-postal-industry>

4.13. Social Value

4.13.1. The Supplier shall have regard to economic, social and environmental wellbeing in connection with the Services and Solutions supplied under this Framework Contract.

4.13.2. The Supplier shall work with the Buyers to help them conform to the Public Services (Social Value) Act 2012 and Well-being of Future Generations (Wales) Act 2015 in England and Wales and the Procurement Reform (Scotland) Act 2014 in Scotland.

4.13.3. The Supplier shall be aware that the Buyer may require the Supplier to identify, implement and report on Social Value initiatives it proposes as

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proportionate and relevant to the Call-Off Contract. Such requirements will be defined by the Buyer during the Call-Off Procedure and any Social Value options selected by Buyers' at the point of Call-Off, shall be in accordance with the Government's Social Values which are current at that point in time.

4.13.4. The Supplier shall be aware that the Buyer may identify Social Value initiatives in association with the National TOMS Framework 2019 <https://socialvalueportal.com/national-toms/>, other published frameworks or, independent initiatives unique and specific to that Buyer.

4.13.5. The Supplier shall be required to annually report to CCS details and progress for delivery of Social Value initiatives identified by Buyers.

5. ADDITIONAL REQUIREMENTS (Non –Mandatory)

5.1. Unaddressed Items (Door To Door)

5.1.1. The Supplier shall provide a service to Buyers' that have a requirement for the collection and delivery of unaddressed mail items. Such mail items could comprise of a variety of sizes from A4 to postcard size and shall be defined by the Buyer during the Call-Off Procedure.

5.1.2. Unaddressed mail items may include but are not limited to:

- Community newsletters
- Flyers
- Any other item or material that the Buyer requires to be delivered to every address within a specified postcode area

5.1.3. Unaddressed items may be wrapped or packaged using a variety of materials, including but not limited to:

- Poly-wrap
- Envelopes
- Shrink wrap

5.2. Bespoke Services

5.2.1. The Supplier shall offer a range of bespoke services to the Buyer as part of their Service offering under this Framework Contract. This may include but is not limited to:

- Spraying the appropriate mailing indicia on to mail items;
- Spraying a return address on to mail items;
- Spraying a barcode or Mailmark or equivalent on to the mail item.
- Management of mail items presented in trays

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5.3. Economy Services

- 5.3.1. The Supplier shall provide an economy delivery Service to Buyers' who do not require their mail items to be delivered in the timescales defined within the premium or standard delivery Service.
- 5.3.2. Economy delivery shall be the delivery of the mail item within 5-7 days of collection of the item from the Buyer Site(s).

5.4. Deferred Delivery

- 5.4.1. The Supplier shall provide a deferred delivery solution to Buyers' who are able to produce their mail items in advance, but require the Supplier to hold or store the mail items following collection for a period of time prior to delivery.
- 5.4.2. The Supplier and the Buyer shall agree in advance a delivery start date for the deferred delivery posting.
- 5.4.3. Where the Supplier and the Buyer agree a deferred delivery, then the Buyer shall ensure that the mail items are handed over to the Supplier at least five (5) Working Days prior to the delivery start date.

5.5. Disguised Mail

- 5.5.1. The Supplier shall provide a disguised mail Service to Buyers' who have a requirement to keep the identity of the contents secret. The exact requirement shall be defined and agreed during the Call-Off Procedure.

ANNEX 3 – Postal Services and Solutions (RM6280)

LOT 3 - COLLECTION AND DELIVERY OF LETTERS, LARGE LETTERS AND PARCELS TO INTERNATIONAL DESTINATIONS.

1. SCOPE

- 1.1. The Supplier shall provide a cost effective, flexible, high quality and value for money, collection and delivery Service, for letters, large letters and parcels which are collected from Buyer Site(s) for onward delivery to international destinations.
- 1.2. The Supplier shall deliver a range of Services that fulfil the requirements of the Buyer and fall within the scope of a collection and delivery service from Buyer Site(s). This may include but not be limited to Buyer Premises and nominated third party premises.
- 1.3. The core requirements of Lot 3 shall include but shall not be limited to:

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- Collection Services
- High Volume Services
- Low to Medium Volume Services
- Sorted and Unsorted Services
- International Secure Services
- Undelivered items
- Delivery timescales (non-secure items)
- Consumables and equipment

2. MANDATORY REQUIREMENTS – SERVICES

The Supplier shall have the flexibility and scalability to accommodate a wide range of public sector organisations.

2.1. Collection and Delivery

2.1.1. The Supplier shall note that in the majority of cases the collection of international mail shall be from a Buyer Site within:

England
Wales
Northern Ireland
Scotland

However, on occasions a Buyer may request that mail is collected from an international location. This will be defined by the Buyer during the Call-Off Procedure.

2.1.2. The Supplier shall provide a collection and delivery Service for letters, large letters, and parcels for international delivery.

2.1.3. The table below illustrates the dimensions and classifications of the various mail items. This is intended to capture the majority of the requirements however occasionally items may fall outside the parameters i.e. items which are not deemed to be a conventional shape, such as rolled or cylinder shaped items but this will be defined by the Buyer during the Call-Off Procedure.

	Max Weight	Max Length	Max Width	Max Thickness
Letter	100g	240mm	165mm	5mm
Large Letter	500g	353mm	250mm	25mm
International Parcel	2kg	900mm	900mm	900mm

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- 2.1.4. The Supplier shall make deliveries to a range of international destinations, which, for the purpose of this Framework Contract shall be classified, as set out in the table below:

Europe	
USA	
Rest of the World (ROW) Destinations	

- 2.1.5. The Supplier shall notify Buyers of any events, risks or issues that may impact the Suppliers ability to fulfil delivery of mail items which may result in items being delayed and impacting on the Buyers own internal processes and procedures. Notifications shall be provided in a timely manner, details shall be agreed during the Call-Off Procedure.

- 2.1.6. The Supplier shall be aware that Buyers' accessing this Framework Contract will be at different levels of maturity in terms of the production and sortation of their mail items. The Supplier shall have the ability to manage such requirements which include the following:

- 2.1.6.1. Pre-sorted mail- Some Buyers' who access this Framework Contract will be able to undertake a level of sortation on their mail items prior to handover to the Supplier.

- 2.1.6.2. The level of sortation that the Buyer may undertake on their pre-sorted mail items prior to handover to the Supplier may vary. This could include but not be limited to:

- Country of destination (Low Sort)
- Country of destination to regional level (High Sort)
- Country of destination to specific locality e.g. town/city (Maximum Sort)

- 2.1.6.3. Unsorted mail - Some Buyers' will not be able to perform a level of sortation on their mail items prior to handover to the Supplier. This will be referred to as unsorted mail.

2.2. Collection Services

- 2.2.1. The Supplier shall work with the Buyer to agree a mutually acceptable collection time and tolerances in relation to the collection of mail items from Buyer locations. The Supplier shall use best endeavours to collect all mail items at the time agreed with the Buyer as set out in the table below:

Standard collection - (After 3pm)	Monday – Friday at no additional cost to the Buyer
Out of hours collection (before 3pm)	Monday – Friday

- 2.2.2. Collection maybe required from single or multiple Sites which shall be specified by the Buyer during the Call – Off Procedure.

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2.2.3. The Supplier shall ensure that the collection of mail items from Buyer locations shall be made where possible at no additional cost to the Buyer

2.2.4. It is recognised that in exceptional circumstances the Supplier may need to charge the Buyer for collection of mail items, as follows:

- Where the collection time falls outside of the Suppliers collection window;
- Where the Buyer requires infrequent collections;
- An urgent, ad-hoc collection is required.

Ad hoc	An urgent/ un scheduled collection Monday – Friday
Extended Service Collection	Saturday, Sunday & Public Holidays

2.2.5. The maximum collection charge(s) for exceptional circumstances shall be detailed by the Supplier within Framework Schedule 3 (Framework Prices) and such charges shall be agreed between the Supplier and the Buyer during the Call-Off Procedure.

2.2.6. The Supplier shall take all reasonable measures to keep any such charges for a collection Service to an absolute minimum.

2.3. Planned High Volume Services

2.3.1. The Supplier shall provide a Service to Buyers' who have a requirement for 'planned high volume collections'. The minimum classifications shall be:

- Pre-sorted high volume mailings of 1000 items or more, per collection
- Un-sorted high volume mailings of 1000 items or more, per collection

2.4. Ad-Hoc High Volume Services

2.4.1. The Supplier shall provide a Service to Buyers' who have a requirement to send high volume mailings which are of an ad hoc nature which the Buyer may not be able to plan in advance. As a minimum the classifications for these unplanned or ad-hoc high volume collections shall be:

- Pre-sorted high volume mailings of 1000 items or more, per collection
- Un-sorted high volume mailings of 1000 items or more, per collection

2.5. Low to Medium Volume Services

2.5.1. The Supplier shall provide a Service to Buyers' that have a requirement for sending 'low to medium volume mail items'. These mail items will generally originate from Buyer Premises and shall vary in volume on a day to day basis. Low to medium volume mail items may consist of, but shall not be limited to:

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- Pre-sorted or unsorted
- Planned or ad-hoc
- Printed or handwritten addresses

2.6. International Secure Services

2.6.1. The Supplier shall provide international secure services to Buyers where mail items destined for international delivery can be tracked. This will not be required for all mail items and as such, shall be identified during the Call-Off Procedure.

2.6.2. The Buyer shall determine the level of secure delivery service that is required for each mail item they send from the following:-

- Tracked delivery no signature: Tracking of the item movements with confirmation that the item has been delivered to the address, but no signature required.
- Signature on delivery: no tracking is required at any point other than confirmation via a signature or other means that the item has been delivered.
- Tracked delivery and Signed; Tracking of the item movements with confirmation that the item has been delivered to the address, with a signature.

2.6.3. The Supplier shall provide a tracking facility to enable the Buyer to monitor all mail items whilst they are within the UK delivery network. This may be an online facility which can be easily accessed by the Buyer. This shall be at no additional cost to the Buyer.

2.6.4. The Supplier shall provide a tracking facility for international secure services where possible to enable the Buyer to monitor a mail item through to arrival at the international destination.

2.6.5. The Supplier shall provide a telephone helpdesk facility to the Buyer so that queries in relation to the delivery of secure mail items can be raised and escalated. Such facilities shall be provided to the Buyer at no additional cost.

2.6.6. The Supplier shall provide help desk support during core operational hours between the hours of 09:00 to 17:00 Monday to Friday, excluding public holidays (England).

2.7. Delivery Timescales (Non Secure Items)

2.7.1. The Supplier shall provide the Buyer with a range of delivery options for the delivery of mail items to international destinations as a minimum these shall include:

- Priority Delivery non tracked– delivery of the item within 3 - 5 days for items addressed to Europe destinations, within 5 - 7 days for USA and Rest of the World destinations.
- Standard Delivery non tracked– delivery of the item within 6 - 7 days for items addressed to Europe destinations, within 14 - 21 days for USA and Rest of the World destinations.

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2.8. Undelivered Items

- 2.8.1. The Supplier shall have a robust process for dealing with mail items which have not been delivered successfully, or cannot be processed by the Supplier following collection.
- 2.8.2. The Supplier shall ensure that where an item cannot be processed for whatever reason, then this item is returned to the buyer as soon as possible.
- 2.8.3. The Supplier shall ensure that where an item cannot be processed within the Mail Centre, the item shall be returned to the Buyer with an explanation as to why the item could not be processed, such reasons may include but not be limited to;
- Supplier has a record that the addressee gone away;
 - Supplier has a record that the addressee is not at the address;
 - Incorrect address;
 - Incorrectly packaged.
- 2.8.4. If an item is processed and then returned to the mail system as 'return to sender' or any other reason, then the supplier shall endeavour to provide the Buyer with as much information as possible as to why the item has been returned.
- 2.8.5. The Supplier shall not destroy an undelivered mail item under any circumstances, unless the Buyer has provided prior Approval to do so.
- 2.8.6. The Supplier shall advise the Buyer on non – delivery within 48 hours where an item has been sent using a tracked service and the item cannot be delivered. The Supplier shall also advise when the item will be returned to the Buyer.
- 2.8.7. The Supplier shall not charge any the Buyer any additional costs for any items that are returned that could not be delivered.

2.9. Consumables and Equipment

- 2.9.1. The Supplier shall provide the Buyer with the necessary equipment and consumables needed to use the service in the correct way and ensure that the Buyer complies with the Suppliers conditions of carriage. This shall be provided at no additional cost to the Buyer.
- 2.9.2. Such equipment and consumables may include but is not limited to:
- The necessary software (including installation, training and decommissioning) to enable the Buyer to interface directly with suitable approved software e.g. Royal Mail Mailsort software or equivalent;
 - Label printers (including associated cables, power supply unit, installation and decommissioning);
 - Associated consumables, including but not limited to labels, mail bags/ trays, bag ties, manifest templates and mail cages.

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- 2.9.3. The Supplier shall provide the Buyer with an easy to use means of re-ordering consumables and equipment required during the lifetime of the Contract. This shall be defined during the Call-Off Procedure.

2.10. Mail Integrity

- 2.10.1. Where the Supplier is providing the end to end delivery of mail items the Supplier shall ensure the physical security of all mail items collected from the Buyer during the collection and delivery process. For the avoidance of doubt the Supplier shall be responsible for the items from the point of collection from the Buyer Site through to the actual delivery of the items to the addressee.
- 2.10.2. Where the Supplier is not providing the end to end delivery of mail items and the Supplier is offering a solution which will mean that items will be handed over to an Overseas Postal Authority, then the Supplier shall be responsible for the security of the items from the point of collection from the Buyer Site through to the point the items are handed over to the Overseas Postal Authority. The Supplier shall ensure that they have a working relationship with the Overseas Postal Authority to support the provision of mail integrity and timely delivery of mail items.
- 2.10.3. The Supplier shall ensure that Supplier Staff performing security checks on all mail items comply with the statutory provisions of the Aviation Security (Air Cargo Agents) Regulations of 1993 & 1998, as may be amended from time to time.

2.11. Mail Inspection

- 2.11.1. The Supplier shall have reasonable rights of access to 'open mail sacks' or 'inspect items' within trays to inspect the presentation of the items (but not the contents of the mail items) in order to verify compliance with the requirements of the Service and the terms and conditions of carriage.
- 2.11.2. The Supplier shall not 'open the items' in its possession. All items shall remain unopened.

2.12. Supplier User Guides and Operating Manuals

- 2.12.1. The Supplier shall develop and maintain user guides and operating manuals pertinent to the Deliverables (Services and/or Solutions) provided under this Framework Contract. The user guides and/or operating manuals shall be provided to the Buyer at the Call-Off Start Date. This shall be provided at no additional cost.
- 2.12.2. The Supplier shall ensure that the user guides and/or operating manuals provide clear detailed instructions of the operation of the Deliverables provided and are updated regularly following any amendments to ensure the Buyer is always using the Deliverables in the correct way.
- 2.12.3. The content of the user guides and/or operating manuals may include but shall not be limited to:
- User obligations in relation to the performance and operation of the Services and/or Solutions , including but not limited to:

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- Terms and conditions of carriage
- Presentation of output
- Addressing standards
- Packaging requirements
- Forecasting requirements
- Supplier obligations in relation to the performance and operation of the Services and/or Solutions .
- Helpdesk or other contact information to ensure the Buyer has a point of contact in the event of any queries or issues.
- Where applicable, the user guide and/or operating manual shall advise the Buyer how to order consumables.
- The Supplier ensure that user guides and/or operating manuals are written in plain English and are easy to use. A glossary of terms shall be included.

2.13. Implementation

- 2.13.1. The Supplier shall provide an effective implementation process for Buyers and provide Buyers with the appropriate level of support and guidance.
- 2.13.2. The Supplier shall be aware that Buyers may range from small public sector organisations e.g. small Local Authorities through to large Central Government departments and each Buyer will have differing levels of awareness and knowledge of the service and/or solution and experience of the delivery of the service and/or solution by incumbent suppliers. This is known as the Buyers level of maturity. Suppliers shall be aware that the implementation requirements, including the level of support required from the Supplier may differ depending on the Buyer's level of maturity.
- 2.13.3. The Supplier shall be aware that Buyers may range from small public sector organisations e.g. small Local Authorities through to large Central Government departments and have varying numbers of staff (i.e. from single figures up to thousands), single or numerous geographic locations, varying scopes of requirements and varying potential spend values (i.e. from hundreds to millions of pounds per annum). This is known as the Buyer's level of complexity.
- 2.13.4. The Supplier shall have the flexibility and scalability to accommodate a wide range of public sector organisations and shall be aware that the implementation requirements may differ depending on the Buyer's level of complexity.
- 2.13.5. The Supplier shall be aware that Buyers' may require a phased approach to implementation of the service and/or solution during an implementation period.
- 2.13.6. The Supplier shall be aware that the implementation period may be the period between the award of the Call-Off Contract up to the Call-Off Start Date or other dates as specified by the Buyer.

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- 2.13.7. The Supplier shall be aware that they may be required to implement multiple numbers of Call-Off Contracts with varying levels of Buyer maturity and complexity during the same implementation period.
- 2.13.8. The Supplier shall work with the Buyer to accommodate each phase of implementation which will be defined and agreed between the Supplier and the Buyer during the Call-Off Procedure. A Buyer may require a clear implementation plan which details, as a minimum, key milestones, durations and responsibilities as set out in Annex 1 Implementation Plan of Call-Off Schedule 13 (Implementation Plan and Testing) or as required by the Buyer.
- 2.13.9. The Supplier, where required by the Buyer, shall appoint an implementation team which shall be led by an implementation manager. The implementation manager shall be responsible for overseeing the project and reporting progress to the Buyer in accordance with the implementation plan.
- 2.13.10. The Supplier, where required by the Buyer, shall develop a communications plan, to be agreed with the Buyer, which as a minimum shall include the frequency, responsibility and nature of communication with the Buyer and end users of the services and/or solution.
- 2.13.11. The Supplier shall ensure that appropriate and qualified resources, including Supplier Staff, are identified and advised to the Buyer in order to fulfil the services and/or solution during both the implementation period and during the Call-Off Contract Period and the Supplier shall work with Buyer's to meet their individual demands (e.g. fluctuations in volumes).
- 2.13.12. The Supplier shall ensure that appropriate and qualified Supplier Staff will be available to ensure that Service Levels for Buyers are not compromised during times of peak Supplier activity, for instance at times when the implementation of additional Buyers by the Supplier is taking place.
- 2.13.13. The Supplier shall work cooperatively with the Buyer's incumbent supplier(s) to ensure a systematic, planned and robust transfer of the service and/or solution, including where appropriate the transfer of validated data from the incumbent supplier to the Supplier.
- 2.13.14. The Supplier shall comply with the requirements and processes detailed in CallOff Schedule 13 (Implementation Plan and Testing), where specified by the Buyer during the Call-Off Procedure.

3. MANDATORY REQUIREMENTS – FRAMEWORK MANAGEMENT

3.1. Interaction

- 3.1.1. The Framework Contract shall be managed by CCS, by a combination of reviews of Suppliers performance against the Performance Indicators and via discussions and information sharing on a regular basis between CCS and the Supplier.
- 3.1.2. The form and frequency of such discussions between CCS and the Supplier shall be established during the initial six (6) Months of the Framework Contract Period.

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- 3.1.3. This will be subject to review on an ongoing basis to ensure that this remains fit for purpose. It is anticipated that any face to face meetings will be no more than once a month.
- 3.1.4. The form and frequency of contact shall depend on the value and proactivity brought to the Framework Contract by the Supplier. Contact methods will vary and may include, but shall not be limited to:
- (a) face-to-face meetings;
 - (b) calls, webinars;
 - (c) supplier surgeries; and (d) newsletters.
- 3.1.5. Suppliers are required to be flexible in their approach to accommodate the range of methods available to ensure that the most appropriate and best value approach is adopted throughout the lifetime of the Framework Contract.

3.2. Buyer Access

- 3.2.1. The Supplier shall be expected to work with CCS over the lifetime of this Framework Contract to simplify how Buyers' may access the Framework Contract. This shall include but is not limited to, supporting CCS to implement a digital marketplace solution which will make as many of the available Services and Solutions as possible accessible through a single sign on, CCS branded digital platform.

4. MANDATORY REQUIREMENT – GENERAL

4.1. Supplier Staff

- 4.1.1. The Supplier shall ensure that all Supplier Staff carry relevant photographic identification upon their person at all times which can include one of the following:
- A full UK driving licence
 - Photo identity cards
 - Organisation identity cards
- 4.1.2. The Supplier shall be aware that Buyer's may have a requirement for the Supplier to provide security information prior to arrival at the nominated Site(s). This will be defined by the Buyer during the Call-Off Procedure and may include, but not is not limited to:
- Vehicle details including registration
 - Full driver details and estimated time of arrival

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4.2. Security

4.2.1. The Supplier shall comply with the Cabinet Office Security Policy Framework (SPF) throughout the lifetime of each Contract, as may be amended from time to time. Full details of the Cabinet Office SPF can be viewed via the link below:

<https://www.gov.uk/government/collections/government-security>

4.2.2. The Supplier shall ensure they fully comply with the standards set out in the link below:

<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

4.2.3. The Supplier shall comply with all requirements of Baseline Personnel Security Standard (BPSS) or an agreed equivalent and ensure a BPSS is undertaken for all Supplier Staff, in accordance with HMG Baseline Personnel Security Standard accessible via the link below:

<https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard>

4.2.4. The Supplier shall comply with the requirements of the Buyer and where relevant, the Security Policy, to ensure that they have in place the required level of security clearance and screening for Supplier Staff.

4.2.5. The Supplier shall be aware that Buyers' may have a requirement for Supplier Staff to have a higher level of security clearance, including but not limited to, Security Check (SC) clearance. The requirement for any such level of clearance shall be defined by the Buyer during the Call-Off Procedure.

4.2.6. The Supplier shall be aware that Buyers' may request additional security measures to comply with their Security Policy. This may include, but is not limited to:

- non-liveried vehicles or alternatively vehicles may require livery so they are easily identifiable;
- non-uniformed Supplier Staff or alternatively Supplier Staff may be required to wear a uniform so they are easily identifiable.

4.2.7. The requirement for any such security measures shall be defined by the Buyer during the Call-Off Procedure.

4.2.8. The Supplier shall ensure that all Supplier Staff used in the provision of the Services and/or Solutions under this Framework Contract shall comply with security controls, procedures and policies as specified in each Contract.

4.2.9. The Supplier shall ensure that no person who discloses that they have a relevant conviction, or who is found to have any relevant convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise, is employed or engaged in any part of the provision of the Services and/or Solutions without prior written Approval.

4.3. Supplier Staff Income Standards

4.3.1. The Supplier shall ensure that all Supplier Staff employed in the provision of the Services under this Framework Contract receive a wage and benefits that meets, as a minimum, the national legal standards in the country of employment.

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- 4.3.2. The Supplier shall be aware that Buyers' may have a requirement for the Supplier to meet other voluntary wage requirements such as the London Living Wage. Any such requirements will be defined by the Buyer during the Call-Off Procedure.

4.4. Subcontractors

- 4.4.1. The Supplier shall be the primary point of contact for all Key Subcontractors and/or Subcontractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the lifetime of each Contract.
- 4.4.2. Where Subcontractors and/or approved Key Subcontractors are used in the provision of the Services and/or Solutions , the Supplier must continue to manage, control and maintain all Buyer facing activities, including but not limited to, all Call-Off contract management activities and invoicing to Buyers.

4.5. Data Security

- 4.5.1. The Supplier shall comply with Framework Schedule 10 (ISO 27001 or equivalent) to ensure that they and any Key Subcontractor engaged by the Supplier to deliver the Services and/or Solutions are compliant with and operate to the ISO 27001 Information Security Management standards or equivalent.
- 4.5.2. The Supplier shall ensure that Buyers' information and data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and data is transmitted across all applicable networks and/or in line with the Buyers' requirements.
- 4.5.3. The Supplier shall, where required, have the capability to employ encryption to information / data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL and/or in line with the Buyers' requirements.
- 4.5.4. The Supplier shall comply with the requirements of the Buyer and where relevant, the Security Policy and procedures, to ensure that they have in place and operate to the required level of data security and are able to comply with relevant security systems and/or networks. Any such requirements will be defined by the Buyer during the Call-Off Procedure and may include, but are not limited to:
- ISO 15408 Common Criteria for Information Technology Security Evaluation
 - N3 (the national broadband network for the English National Health Service (NHS)) to be superseded by HSCN (Health and Social Care Network)

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- Code of Connection (CoCo) Compliance
- Government Connection Secure Extranet (GCSX)
- Public Services Network (PSN) Compliance
- Citrix Secure Gateway
- Level 2 Information Governance to be superseded by DSP (Data Security and Protection) Toolkit

4.5.5. The Supplier shall not charge a Buyer for any specific standards and/ or security compliance or accreditation/certification that they specify during the Call-Off Procedure.

4.5.6. The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer's representative immediately and depending on the impact of the breach, shall also be reported to CCS.

4.6. Processing Data

4.6.1. The Supplier shall not deliver all or any part of the Services and/or Solutions from a country not within the EU and shall not transfer any Personal Data outside of the EU without the prior written consent of the Relevant Authority.

4.6.2. The Supplier shall ensure they fully comply with the obligations set out in Joint Schedule 11 (Processing Data).

4.7. Quality Management

4.7.1. The Supplier shall ensure that they and any Key Subcontractor engaged by the Supplier to deliver the Services and/or Solutions are compliant with and operate to the ISO 9001 Quality Management standards or equivalent. The Supplier shall be required to provide evidence of their current ISO 9001 certification or equivalent to CCS throughout the lifetime of the Framework Contract.

4.8. Management Information ("MI")

4.8.1. The Supplier shall provide MI in accordance with the requirements as set out in Framework Schedule 5 (Management Charges and Information).

4.8.2. The Supplier shall ensure that specific MI requirements of CCS or Buyers' continue to be met throughout the duration of the Contract. The Supplier shall work co-operatively with the Relevant Authority to meet these developing MI requirements at no additional cost.

4.9. Environmental and Sustainability

4.9.1. The Supplier shall work with the Relevant Authority to limit the environmental impact of the Deliverables (Services and/or Solutions) supplied under this Framework Contract. The Supplier shall integrate environmental protection and sustainable development into its decision-making processes, in respect of both

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the execution of its core functions and responsibilities and the management of day-to-day operations.

- 4.9.2. The Supplier shall consider the relevance of sustainability at all lifecycle stages of the Services and/or Solutions provided under this Framework Contract. This includes not only consideration of commercial needs and minimisation of negative impacts but also the maximisation of positive impacts on society and the environment.
- 4.9.3. The Supplier shall work with the Relevant Authority to identify opportunities to introduce innovation, reduce cost and waste and ensure that sustainable development is at the heart of their operations. This shall include but is not limited to product rationalisation and standardisation; leveraging of opportunities within the Supplier's supply chain and reviewing Order placement methods, frequency and quantity.
- 4.9.4. The Supplier shall support the wider agenda of sustainability in terms of the social, economic and environmental impact of Buyers' operations, through the provision of data within the management information which supports Buyers' objectives.
- 4.9.5. The Supplier shall comply with the requirements of the Buyer to ensure that they have in place and operate to the required level of environmental and sustainability standards. Any such requirements will be defined by the Buyer during the Call-Off Procedure and may include compliance with ISO 14001, EcoManagement and Audit Scheme (EMAS) or a nationally recognised accredited equivalent standard applicable to the relevant Services and/or Solutions .
- 4.9.6. The Supplier shall include the provision of transport and Services that are aligned with the EU Green Public Procurement standards, wherever possible.
- 4.9.7. The Supplier shall work cooperatively and provide assistance to Buyers' to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements, details of which can be accessed via the following link:
<https://www.gov.uk/government/publications/greening-government-commitments>
- 4.9.8. The Supplier shall comply with the Government Buying Standards applicable to the Deliverables under this Framework Contract. Full details can be found on the DEFRA Sustainable Development in Government website via the following link:
<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

4.10. Value for Money

- 4.10.1. The Supplier shall support public sector organisations by driving behaviour towards implementing best practice and applying your knowledge and expertise to the market for more efficient and effective ways of working to optimise

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commercial benefits and delivery of savings and efficiencies over the lifetime of each Contract.

- 4.10.2. The Supplier shall ensure that where volumes are secured under this Framework Contract, they shall employ strategies to leverage the benefit of such volumes in their commercial offering to ensure best value for the Buyer. Such strategies may include working with the supply chain to maximise any efficiencies and ensuring sustainability of supply.
- 4.10.3. The Supplier shall be aware that Buyers may have requirements that fall within a small geographical area such as a limited region or postcode area. Where appropriate, the Supplier may leverage these localised Buyer needs in their commercial offering to ensure best value for the Buyer.
- 4.10.4. The Supplier shall be aware that public sector organisations may seek to work in collaboration with each other to drive value and efficiencies. This collaborative approach may be in a specific region or may extend more widely. The Supplier shall comply with such requirements and associated processes, in accordance with Call-Off Schedule 12 (Clustering).

4.11. Estates Rationalisation

- 4.11.1. The Supplier shall be aware that many public sector organisations are reviewing their office locations and estate and it is likely that over the lifetime of this Framework Contract the number of office locations will reduce. As a result of such a programme, a Buyer may have the need to relocate the Services and/or Solutions .
- 4.11.2. The Supplier shall adopt a flexible approach to accommodate any such requirements in the management of the Buyers' Services and/or Solutions throughout the lifetime of the Contract.

4.12. Regulatory Requirements

- 4.12.1. There applicable to the supply of Services and/or Solutions under this Framework Contract, the Supplier shall ensure that it complies with the regulatory requirements and conditions imposed by the Regulator. Further details can be found via the link below:

<https://www.ofcom.org.uk/postal-services/information-for-the-postal-industry>

4.13. Social Value

- 4.13.1. The Supplier shall have regard to economic, social and environmental wellbeing in connection with the Services and Solutions supplied under this Framework Contract.
- 4.13.2. The Supplier shall work with the Buyers to help them conform to the Public Services (Social Value) Act 2012 and Well-being of Future Generations (Wales) Act 2015 in England and Wales and the Procurement Reform (Scotland) Act 2014 in Scotland.

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- 4.13.3. The Supplier shall be aware that the Buyer may require the Supplier to identify, implement and report on Social Value initiatives it proposes as proportionate and relevant to the Call-Off Contract. Such requirements will be defined by the Buyer during the Call-Off Procedure and any Social Value options selected by Buyers' at the point of Call-Off, shall be in accordance with the Government's Social Values which are current at that point in time.
- 4.13.4. The Supplier shall be aware that the Buyer may identify Social Value initiatives in association with the National TOMS Framework 2019 <https://socialvalueportal.com/national-toms/>, other published frameworks or, independent initiatives unique and specific to that Buyer.
- 4.13.5. The Supplier shall be required to annually report to CCS details and progress for delivery of Social Value initiatives identified by Buyers.

5. ADDITIONAL REQUIREMENTS (Non – Mandatory)

5.1. Delivery Services (Non Secure Items) Economy Delivery

- 5.1.1. The supplier may offer Economy Delivery non tracked mail as part of the service under this Framework Contract. This shall include as a minimum the following delivery timescales:-
 - within 10 -15 days for items addressed to Europe destinations,
 - within 6 – 12 weeks for USA destinations and
 - 6 – 12 weeks for RoW destinations

5.2. Delivery Services (Non Secure Items) Economy Surface Mail

- 5.2.1. The supplier may offer Economy Delivery non tracked via surface mail as part of the service under this Framework Contract. This shall include as a minimum the following delivery timescales:-
 - within 10 - 15 days for items addressed to Europe destinations,
 - within 6 – 12 weeks days for USA destinations and
 - 6 – 12 weeks days for RoW destinations.

5.3. Bespoke Services

- 5.3.1. The Supplier shall offer a range of bespoke services to the Buyer as part of their Service offering under this Framework Contract. This shall include as a minimum:
 - Spraying the appropriate mailing indicia on to mail items;
 - Spraying a return address on to items;
 - Spraying a barcode on to the mail item.

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