

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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Document Management			
Ver	Date	Version	Author
0.1	July 2023	SQ Stage Version	CCS
0.2	August 2023	Dialogue Stage Version	CCS
0.3	October 2023	Initial Tender Stage Version <i>(No changes from Dialogue Stage Version)</i>	CCS
0.4	November 2023	Final Tender Stage Version <i>(No changes from Initial Tender Stage Version)</i>	CCS
1.0	February	Award Version <i>(No changes from Final Tender Stage Version)</i>	CCS

The requirement that the supplier always improves how it delivers the call-off contract.

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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 shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule 3 with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months:
 - 2.1.1 the emergence of new and evolving relevant technologies which could improve the Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
 - 2.1.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and Buyer support Services in relation to the Services;
 - 2.1.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Buyer; and/or
 - 2.1.4 changes to the Sites business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.
- 2.2 The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.
- 2.3 If the Buyer wishes to incorporate any improvement identified by the Supplier, the Buyer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Buyer. The Supplier will not refuse to agree and implement a Variation under this paragraph 2.3 and failure to do so will constitute a material Default (without prejudice to any other accrued rights or remedies the Buyer may have at the relevant time).
- 2.4 The Supplier will inform the Buyer of any improvements or reductions in costs that are identified as part of a continuous improvement exercise undertaken by the Buyer at the request of CCS under Framework Schedule 4, and will

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implement and/or apply those to this Call-Off Contract where the Buyer requests it in accordance with paragraph 2.3 of this Call-Off Schedule 3.