



Crown  
Commercial  
Service

**BORDER FORCE, A DIRECTORATE OF THE HOME OFFICE**

**- and -**

**ROYAL ARMOURIES TRADING AND ENTERPRISES LIMITED**

**ANNEXES**

**relating to**

**PROVISION OF FIREARMS MAKE SAFE TRAINING**

**CONTRACT REFERENCE: CCZP18A14**

## CONTENTS

<b>ANNEX 1 – TERMS AND CONDITIONS</b> .....	3
1 INTERPRETATION .....	3
2 BASIS OF AGREEMENT .....	4
3 SUPPLY OF SERVICES .....	5
4 TERM.....	5
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE.....	5
6 PREMISES AND EQUIPMENT .....	6
7 STAFF AND KEY PERSONNEL.....	7
8 ASSIGNMENT AND SUB-CONTRACTING .....	8
9 INTELLECTUAL PROPERTY RIGHTS .....	8
10 GOVERNANCE AND RECORDS.....	9
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY .....	9
12 FREEDOM OF INFORMATION.....	10
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA.....	11
14 LIABILITY.....	11
15 FORCE MAJEURE.....	12
16 TERMINATION.....	12
17 COMPLIANCE.....	13
18 PREVENTION OF FRAUD AND CORRUPTION.....	14
19 DISPUTE RESOLUTION.....	14
20 GENERAL .....	14
21 NOTICES .....	15
22 GOVERNING LAW AND JURISDICTION.....	15
<b>ANNEX 2 – PRICE SCHEDULE</b> .....	16
<b>ANNEX 3 – STATEMENT OF REQUIREMENT</b> .....	17
<b>ANNEX 4 – SUPPLIERS RESPONSE</b> .....	32
<b>ANNEX 5 – CLARIFICATIONS</b> .....	33
<b>ANNEX 6 – ADDITIONAL TERMS &amp; CONDITIONS</b> .....	37
<b>ANNEX 7 – CHANGE CONTROL FORMS</b> .....	38

---

OFFICIAL

## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

---

OFFICIAL

Order Number”	Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2 BASIS OF AGREEMENT

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the

---

OFFICIAL

Award Letter countersigned by the Supplier.

### **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

---

OFFICIAL

- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The

---

OFFICIAL

Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 INTELLECTUAL PROPERTY RIGHTS**

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

---

OFFICIAL

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's

---

OFFICIAL

confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

---

OFFICIAL

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

### **14 LIABILITY**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

---

OFFICIAL

- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or
  - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
  - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## 16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

---

OFFICIAL

- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 17 COMPLIANCE**
- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
-

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

## **18 PREVENTION OF FRAUD AND CORRUPTION**

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## **19 DISPUTE RESOLUTION**

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20 GENERAL**

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its

---

OFFICIAL

provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

---

OFFICIAL

**ANNEX 2 – PRICE SCHEDULE**

**[REDACTED]**

---

### ANNEX 3 – STATEMENT OF REQUIREMENT

#### 1. PURPOSE

- 1.1 Provision of Firearms Make Safe Training to Border Force Officers. This will allow officers to be trained in the principles of safe practice for dealing with firearms and small arms ammunition, and where qualified, to enable them to be deployed nationally to render safe, “live” firearms, encountered either, on detection, or routinely at Airports and Ports across the country.

#### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Border Force is a law enforcement command within the Home Office. It secures the UK border by carrying out immigration and customs controls for people and goods entering the UK.

#### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 Border Force is a professional law enforcement command within the Home Office, meeting Departmental objectives to cut crime, reduce immigration and prevent terrorism.

Border Force is responsible for securing the UK border and controlling migration at maritime ports and airports across the UK and overseas.

Provision of Firearms Make Safe training helps achieve Border Force strategic objectives to

- Deter and prevent individuals and goods that would harm the national interest from entering the UK
- Facilitate the legitimate movement of individuals and trade to and from the UK
- Provide demonstrable effectiveness, efficiency and value for money
- It is also in line with Border Force’s People strategy to develop a skilled, capable, engaged and flexible workforce supporting the business objectives and transformation

- 3.2 Firearms training is pertinent to all departmental objectives and the role Border Force officers play in the fight against *terrorism, criminality, illegal immigration and safeguarding*.

- 3.3 It is essential that, when a Border Force Officer encounters a weapon/firearm in the course of their duties searching baggage, vehicles, sea vessel or any other type of container, there is sufficient specialist and professional training for a percentage of Border Force officers to make that weapon safe. It is a high profile and essential part of their work which cannot be left to chance.

#### 4. DEFINITIONS

Expression or Acronym	Definition
-----------------------	------------

---

OFFICIAL

BF	means Border Force
BFO	means Border Force Officer
FMS	means Firearms Make Safe
FXAR	means Firearms and Explosives Awareness and Recognition Training
HO	means Home Office
IED	means Improvised Explosive Devices
MSO	means Make Safe Officer
TTT	means Train the Trainer
WSCB	means Weapons Safety Carry Bag

## 5. SCOPE OF REQUIREMENT

5.1 The training provider needs to be able to deliver the following 3 training events in their entirety, as detailed within the requirement specification (6):

- Firearms Make Safe Core Course (6.1.a)
- Firearms Make Safe - Refresher Course (12-18 months mandatory) (6.1.b)
- Firearms and Explosives Awareness and Recognition - Train the Trainer (6.1.d)

Whilst the training provider will **not** be required to deliver the training described below in **6.1.c** (the FXAR course), it will need a comprehensive awareness of its content in order to design and deliver the **Firearms and Explosives Awareness and Recognition - Train the Trainer** (6.1.d)

5.2 The training provider must have access to the training materials specified at 6.1.e.

5.3 The training provider must also take into account the location required (see 21).

5.4 All training materials and equipment required for the three courses detailed in 6.1.(a), (b) and (d) will be designed, created and provided by the potential training provider, to Border Force specifications. Cost implications need to be specified by the potential training provider. Materials and equipment required for the FXAR course detailed in 6.1.(c) are **not** required.

## 6. THE REQUIREMENT

6.1 The qualification to “make safe” **must be accredited by Ministry of Defence or Home Office**—approved authoritative body, and in order to make weapons safe in an effective and methodical manner a number of face to face pass or fail training packages, which are conducted in secure MoD and/or HO approved facilities, are required as follows:-

### a. **Firearms Make Safe Core Course**

This course will:

OFFICIAL

- Train and familiarise Officers in the common principles of firearms operation.
- Train Officers to unload, make safe and prove clear firearms.
- Determine the classification of a lethal/non lethal firearm through recognition.

The course will provide Officers with a general awareness of the principles of “safe practice” when handling or dealing with firearms and small arms ammunition. The course includes both theory and practical training elements covering:

- The identification of the hazards associated with firearms and ammunition.
- The possible “condition” in which the firearm may be encountered.
- The normal safety precautions and the occasions where the normal safety precautions are necessary.
- The identification of a “safe direction” for the clearance of a live firearm, including the principles and use of ballistic bags
- The explanation and demonstration of the most common principles of firearms operation, actions and ammunition feed.
- The explanation, demonstration and practice in the unloading and clearing of different types of firearms.
- The explanation and demonstration of a representative selection of safety catches and devices across the range of firearms.
- The provision of guidance on the safe storage and transportation of firearms and small arms ammunition, include the principles and practical assessment in the use of the Weapons Safety Carry Bag (WSCB)
- The explanation and demonstration of common types of ammunition.
- The explanation and demonstration of different types of fire.
- The “hands on” live firing to experience the sound and destructive effect of common calibres of handguns, sub-machine guns, rifles and assault rifles on a firing range.
- The terminal effects of common calibres of ammunition against a representative selection of targets.
- Forensic awareness – BF protocols and decision making

Officers will be continuously assessed throughout the course and a final practical Pass/Fail Assessment will be conducted under “simulated” conditions, which are as realistic as possible, without compromising safety. The Assessment is mandatory to be successful on this course.

The Firearms Make Safe Training is required for officers considered suitable and with the capacity to be involved in the physical examination and/or detention or seizure of firearms. These officers will be required to identify the hazards associated with a firearm and associated ammunition, examine and assess its condition (loaded / clear), perform handling operations in order to prove clear or clear the mechanism, label and pack the firearm and ammunition for subsequent seizure transportation and storage. The candidates shall be assessed throughout the course with a final assessment of the candidate’s technical aptitude and ability to safely render weapons safe at the end of the course.

#### **b. Firearms Make Safe - Refresher Course (12-18 months mandatory)**

This course will:

---

OFFICIAL

- Update Core Course trained Officers on the latest firearms and the procedures for making them safe.

The course will:

- Reinforce the detailed requirements of the Firearms Make Safe Core course
- Ensure Core Course trained Officers are updated on the latest firearms, encountered by Border Force Officers, and the procedures for making them safe.
- Explain and demonstrate the safety and recognition features of lethal / non lethal firearms and ammunition.
- Explain and demonstrate the general principles of safe handling and risk appraisal.
- Practice the “make safe” procedure to unload, clear and prove safe a representative selection of firearms.
- Refresh/explain BF protocols and decision making’ associated with Forensic awareness

Officers will be continuously assessed throughout the course and a final practical Pass/Fail Assessment will be conducted under “simulated” conditions (i.e. scenarios), which are as realistic as possible, without compromising safety. The Assessment is mandatory to be successful on this course.

### **c. Firearms and Explosives Awareness and Recognition Course (FXAR)**

**This course specification is included herein, because the training provider needs to be aware of its details, even though it is delivered to UKBF operational staff by UKBF trainers.** These trainers are qualified Make Safe Officers who have successfully completed the ‘**FXAR Train the Trainer**’ course (which **is** delivered by the training provider – see **(6.1.d.)** below). These UKBF Trainers will have access to the necessary documents and PowerPoint presentations (which have been designed by UKBF) and FXAR training kits to deliver the course (provided by UKBF), and will be issued with a Log Book by Border Force to facilitate and evidence their professional development.

This course will:

- Train Officers to identify the Health and Safety hazards of firearms, ammunition, explosives, energetic and associated materials.
- Train Officers to identify the key recognition features of the full range of firearms, ammunition, explosives and their associated ancillaries and components that may be encountered on operational duties.
- Inform Officers on the current threat in the use of firearms and explosives by criminal and terrorist organizations.
- Train Officers in the immediate action (IA) and operational procedures to be implemented on the discovery of a firearm, explosives or ammunition.
- Inform Officers of the specialist assistance available in dealing with an incident involving firearms, explosives or ammunition.
- Inform Officers on the procedures for action, reporting, safe handling, labelling, storage and transport of firearms, explosives and ammunition, ensuring appropriate Prohibitions and Restrictions are enforced.
- Include an end of course Knowledge check.

---

OFFICIAL

The course will ensure Officers:

- Identify the Health and Safety hazards of firearms, ammunition, explosives, energetic and associated materials.
- Identify the key recognition features of the full range of firearms, ammunition, explosives and their associated ancillaries and components that may be encountered on operational duties.
- Attain sufficient knowledge on the current threat in the use of firearms and explosives by criminal and terrorist organizations.
- Implement the immediate action (IA) and operational procedures on the discovery of a firearm, explosives or ammunition.
- Are aware of the specialist assistance available in dealing with an incident involving firearms, explosives or ammunition.
- Implement the procedures for action, reporting, safe handling, labelling, storage and transport of firearms, explosives and ammunition, ensuring appropriate Prohibitions and Restrictions are enforced.
- Evidence their understanding by completion of an end of course knowledge check.

#### **d. Firearms and Explosives Awareness and Recognition - Train the Trainer**

This course will:

- Provide Firearms Make Safe Core Course trained Officers with sufficient knowledge and expertise on the current threat to enable them to successfully deliver the UKBF's internal Firearms and Explosives Awareness Course.
- Provide Firearms Make Safe Core Course trained Officers with information, reference material and resources on the current threat to enable them to successfully deliver the UKBF's internal course.
- Provide Firearms Make Safe Core Course trained Officers with sufficient knowledge and expertise to meaningfully assess potential candidates for the Make Safe training programme.
- Not confer a training qualification per se, but will set some criteria for determining suitability, and identifying the necessary aptitudes, for this discrete area of operational work

The course will ensure that Core Course trained Officers have sufficient knowledge, expertise and resource material on the current threat to enable them to successfully deliver the UKBF's internal Firearms and Explosives Awareness Course. The course includes both theory and practical training elements covering:

- The identification of the hazards associated with firearms and small arms ammunition.
- The possible "condition" in which the firearm may be encountered.
- The normal safety precautions and the occasions where the normal safety precautions are necessary.
- The explanation and demonstration of the most common principles of firearms operation, actions and ammunition feed.
- The explanation, demonstration and practice in the unloading and clearing of different types of firearms.

---

OFFICIAL

- The explanation and demonstration of a representative selection of safety catches and devices across the range of firearms.
- The explanation and demonstration of common types of small arms and shotgun ammunition.
- The identification of a “safe direction” for the clearance of a live firearm, including the principles and use of the downloading bags
- The provision of guidance on the safe storage and transportation of firearms and small arms ammunition, including principles and use of WSCB.
- The explanation and demonstration of different types of fire.
- The “hands on” live firing to experience the sound and destructive effect of common calibres of handguns, sub-machine guns, rifles, assault rifles and machine guns on a firing range.
- The terminal effects of common calibres of small arms ammunition against a representative selection of targets.
- The explanation and demonstration of explosives and associated accessories and the principles of explosives technology and effects.
- The explanation and demonstration of ammunition natures that may be encountered by Officers in the course of their duties including grenades, MANPADS (Man portable Air Defence Systems), demolition stores and accessories, aerial delivered sub-munitions and anti-personnel mines.
- The explanation and demonstration of Improvised Explosive Devices (IED) recognition and concealment.
- The classification, packaging and marking of ammunition and explosives.
- An explosives demonstration where Officers will experience the effects of explosives being burnt and detonated in the open.
- Facilitate theoretical input into Border Force actions, protocols and enforcement of Prohibitions and Restrictions by a BF representative.

Officers will be continuously assessed throughout the course and will be required to undertake a practical Presentation Assessment. A Pen Picture Report will comment on the Officers technical aptitude and ability to accurately convey instructions to the class. A qualified BF representative will undertake a detailed assessment of the officers’ presentation skills. On the final day of the course both the Pass/Fail written Theory Assessment and the Recognition Exercise Assessment will be conducted. Completion of both Assessments is mandatory to be successful.

#### **e. Training materials required**

##### **Firearms**

**The potential supplier must have access to a varied selection (e.g. different makes, models, dates of manufacture) of each type of Firearm:**

Bolt Action Rifle, Self-Loading Rifle, (Selective fire assault rifle) Sub Machine Gun, Light Machine gun, Double Barrel Shotgun, Semi-Automatic Shotgun, Pump Action Shotgun, Combat Shotgun, Revolver – (1) Side Open (2) Break Barrel (3) Black Powder, Self-loading Pistol, UK Spec Blank Firer, Euro Spec Blank Firer, Realistic Imitation Firearm, Air Pistol, Air Rifle, Co2 weapon, Self-Contained Gas Cartridge Weapon (i.e. Brocock), Deactivated

---

OFFICIAL

weapon with clear UK proof marks/certificate, Euro Spec Deactivated weapon with proof marks/certificate., Disguised firearm (pen gun etc.) – not stun device, Electronic Shock Device - (1) Non-Contact type (2) Contact type e.g. ‘torch’, Incapacitant Device (CS spray).

A varied selection (e.g. different makes, models, types, dates of manufacture) of

- antique firearms

And components thereof.

- inert ammunition and components thereof
- drill ammunition
- magazines, clips, belts, hoppers etc.
- sound moderators (silencers) flash suppressors
- accessories, sights, cleaning kits, packaging, manuals and instruction

### Explosives

**The potential supplier must have the ability to carry out live explosives demonstrations. In addition the potential supplier must have access to:**

Components, explosives accessories in various forms and including the following materials:

- inert explosives simulants, blocks, charges, cartridges, powders, granules, liquids, slurries and sheets
- switches, timers, fuses etc. associated with improvised explosive devices
- components of the explosive chain/train including igniferous fuse, igniter, or wiring and power source, detonators (plain, electrical or improvised), detonating cord and booster or main charge
- simulated improvised explosive devices
- inert military or commercial explosive devices, ordnance or ancillaries packaging materials, manuals and documentation identifying or referring to explosive materials

6.2

<b>Course name</b>	<b>Length – Maximum Delegates per course</b>	<b>Minimum Delegates per course</b>	<b>Courses required in an average FY (estimate)</b>
<b>Firearms Make Safe - MSO Core Course</b>	2 days- 12 delegates	8 delegates	14
<b>Firearms Make Safe – MSO Refresher Course</b>	1 day- 12 delegates (every 12-18 months)	8 delegates	25
<b>Firearms and Explosives</b>	5 days - 12 delegates	8 delegates	2

OFFICIAL

<b>Awareness and Recognition (FXAR) Train the Trainer Course</b>			
--	--	--	--

## 7. KEY MILESTONES

7.1 The Potential Provider should note the following project milestones against which the Authority will measure the quality of delivery:

Milestone	Description	Timeframe
1	Inception meeting to take place with new supplier	Within week 1 of Contract Award
2	Equipment and resources for both the Core and Refresher Make Safe Officer Courses will be developed and created by the supplier, ready for training delivery within 4 weeks of contract award	Within 4 weeks of Contract Award
3	Equipment and resources for the FXAR TTT Course will be developed and created by the supplier, ready for training delivery within 8 weeks of contract award	Within 8 weeks of Contract Award
4	Supplier must be able to fully deliver both the Make Safe Officer Courses (Core and Refresher)	Within 4 weeks of Contract Award
5	Supplier must be able to fully deliver the FXAR TTT Course	Within 8 weeks of Contract Award
<b>Courses required in the first 12 months of the new contract: Whilst these numbers are not guaranteed and are subject to budget and business need, it is expected that they will be in this region. Therefore, please base your capacity to deliver on the following numbers. We remind you that this is a Call Off Contract and the Authority cannot guarantee any volumes of work.</b>		
6	Supplier must be able to fully deliver 14 Make Safe Officer Core Courses	Within the first 12 months of the contract
7	Supplier must be able to fully deliver 25 Make Safe Officer Refresher Courses	Within the first 12 months of the contract
8	Supplier must be able to fully deliver 2 FXAR TTT Courses	Within the first 12 months of the contract

OFFICIAL

## 8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Authority will provide names of delegates for the courses and to send joining instructions having agreed course dates with the supplier. For Joining Instructions, the Authority will endeavour to provide these 2-3 weeks before the relevant course. For names of delegates, the Authority will endeavour to provide these 48 hours before the relevant course. These timescales should be viewed as a guide only, as individual course circumstances may require these timescale to shorten.
- 8.2 The Authority will nominate a lead contact from the Border Force operational environment, who will assist in any decision making required for the courses and who will be the first point of contact in the event of any issues. The Authority will provide information relevant to the requirement, as requested by the supplier.

## 9. REPORTING

- 9.1 Quarterly contract progress reports (to be measured against KPIs and SLA) will be required. These should be sent to Border Force in advance of quarterly meetings so that a judgement can be made on the performance of the provider. These reports should encompass the following management information
- Numbers and details of delegates trained on each course
  - Pass rates
  - Scores and average mark on each course
  - Analysis of any emerging trends/concerns

The provider will retain all the details pertaining to individual delegates on a database, which is compatible with Windows 10 and Microsoft Office.

Details of precise reporting requirements will be discussed at the inception meeting.

- 9.2 To measure the success of the course the provider will complete a full course report at the end of each course detailing any issues, what worked well, what did not work well and will share any suggestions for improvements or recommendations. At the course closure verbal feedback will be sought from the delegates, who will also be required to complete feedback sheets.
- 9.3 Attendee names and test marks are to be shared with the Authority. The Authority will be notified by the provider of any delegates failing to attend the course, regardless of the reason, straight away, on the day of non-attendance. This is a duty of care requirement.
- 9.4 In order to effect an audit trail, a report on each delegate will be produced by the instructors, detailing:
- Pass/fail result
  - Strengths/weaknesses
  - Development required

The Authority will stipulate the level of detail required in these reports.

---

OFFICIAL

- 9.5 In the event that a delegate fails a course, this will be discussed with the Authority and a decision will be made on the best way forward. Ultimately a decision will be made by the Authority on whether the delegate would be permitted to take the course again, taking into consideration the likelihood of success, the aptitude of the candidate, course volumes and any extenuating circumstances.
- 9.6 The provider must keep full and accurate records of all courses and delegates, as well as trainers used in delivery and their level of expertise. These records must include what was delivered, lesson plans, assessments and all scoring and attendance details of the delegates. These are required both for internal Border Force purposes (Operational Safety Unit/Operational Assurance Directorate) and also for external Her Majesty's Inspectorate (HMI) / Independent Police Complaint Commission (IPCC) audit/investigation purposes.
- 9.7 If the provider has any concerns as to the suitability of any of the delegates for the role of a Make Safe Officer and these are not already known to the Authority, then these concerns should be brought to the attention of the Authority immediately. This is particularly important if there are, for example, any potential issues linked to mental health.

## 10. VOLUMES

- 10.1 Firearms Make Safe training began in its current form about 20 years ago and currently there are approximately 450 Officers nationally who are qualified Make Safe Officers with a valid 'ticket'. Since 2004 approximately 1250 officers have undergone training. These officers operate UK wide within the following commands:-

- South and South East Europe
- Heathrow
- Central
- North
- Maritime

- 10.2 In the course of the first year of the contract (1 Nov 2018 – 31 Oct 2019) we estimate training for:

14 X Make Safe Officer Core Courses – max 168 delegates
25 X Make Safe Officer Refresher Courses – max 300 delegates
2 X FXAR TTT Course – max 24 delegates

However, actual course numbers will be subject to a variety of factors, including business need, and cannot be guaranteed.

OFFICIAL

## **11. CONTINUOUS IMPROVEMENT**

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration, including ongoing developmental updates within the firearms arena.
- 11.2 If any new ways of working, which are fundamental to the role of an MSO, come to light, the Supplier should present these to the Authority during quarterly Contract review meetings.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **12. SUSTAINABILITY**

- 12.1 N/A

## **13. QUALITY**

- 13.1 All products and learning are to comply with HO standards and methodology. The programmes of training must be conducted in Secure MoD and/or Home Office approved facilities.
- 13.2 Planning meetings and subsequent quarterly reviews, to be held in person (if required) at a venue to be decided by the Authority. The Authority is to be made aware of any individual not complying with the agreed process e.g. failing to attend a course. (See Section 9 above). A process to tackle reoccurring or prolonged issues should be discussed and agreed with the Authority before the start of the qualification.
- 13.3 The Potential Supplier is responsible for fully resourcing the courses and it is their responsibility for managing Annual Leave and sickness of course trainers.

## **14. PRICE**

- 14.1 Prices shall include the design and delivery of the planned courses, the materials required pre and post evaluation, and debrief to Contract Managers/Directors on emerging themes. The price shall also include all lunches, morning and afternoon coffee and travel. Prices shall be exclusive of VAT, and inclusive of all expenses.
- 14.2 The Potential Provider must provide prices for their proposed work broken down by course, based upon the Maximum Delegates per course as specified at 6.2. Whilst we envisage that payments will be made per course via the Border Force Specialist Training Co-ordination Team, there may be occasions when payment made to the supplier is per delegate, from a separate part of the Home Office, therefore the Potential Provider must also provide a cost estimate per delegate, for each course.
- 14.3 All course materials and any other relevant documentation which is needed for inclusion with the joining instructions, will also be provided within the price (Ordinarily Joining Instructions will be sent out electronically by the Border Force Specialist Training Co-ordination team, but this may be subject to review)
- 14.4 The prices for the first 2 years of the Contract will be fixed at the firm rates provided in Appendix E – Pricing Schedule.

---

OFFICIAL

- 14.5 Subject to the Authority exercising its Option to extend the Contract, all costs under the Contract in Contract Year 3 will be agreed with the Authority prior to the commencement of Contract Year 3. Any increase in firm rates from those in Contract Years 1 and 2 shall not exceed the Consumer Price Index 12-month rate (as defined by the Office for National Statistics) applicable at the time any extension is agreed.
- 14.6 Prices (excluding VAT) are to be submitted via the e-Sourcing Suite using Appendix E – Pricing Schedule.

## 15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the ‘Provision of Firearms Make Safe Training’ Contract in order to consistently deliver a quality service to all Parties. The need for sufficient trainers (as detailed below in 16.1) due to some of the role playing and practical exercises must be borne in mind.
- 15.2 Potential Provider’s staff assigned to the ‘Provision of Firearms Make Safe Training’ Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Potential Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## 16. SERVICE LEVELS AND PERFORMANCE

- 16.1 The Authority will measure the quality of the Supplier’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delegate pass rates:	Acceptable delegate pass rate.	Pass Rate:
	MSO Core	Minimum number of delegates on one full course achieving a pass.	10 (out of 12)
	MSO Refresher	Minimum number of delegates on two full courses achieving a pass.	23 (out of 24)
	FXAR Train the Trainer	Minimum number of delegates on two full courses achieving a pass.	23 (out of 24)
2	Trainer/delegate ratios:	Acceptable trainer/delegate ratio.	Trainer/delegate ratios:
	MSO Core	The minimum acceptable trainer/delegate ration on one full course of 12 delegates.	3:12
	MSO Refresher	The minimum acceptable trainer/delegate ration on one full course of 12 delegates.	3:12
	FXAR Train the Trainer	The minimum acceptable trainer/delegate ration on one full course of 12 delegates.	4:12

3	Supplier resources	Contingency when one of the trainers is off/sick/absent, and where the extra resource will come from.	Supplier will provide a replacement.
4	Cancellation notice for a course (both by Authority and by supplier)	The minimum period for course cancellation is two weeks	Two weeks minimum
5	Design of Courses	Deadlines for design of Courses	In accordance with 7.1 (Milestones 2 and 3)
6	Delivery of courses	Delivery must be within the allotted timeframe	In accordance with 7.1 (Milestones 6, 7 and 8)
7	Positive Delegate feedback	<p>a) Feedback collated by the potential Provider and the Authority will allow learners to rate course content, delivery and learning materials and other learner support. A basic feedback questionnaire using a 5 box measure will be designed by the Provider and agreed by the Authority.</p> <p>b) An additional questionnaire to record more detailed feedback on course content, delivery and learning materials and other learner support, but without the 5 box measure, will also be designed and agreed by provider and authority. Feedback from each course will be collated and analysed by the provider and sent to the authority.</p> <p>Effectiveness of review process to be reviewed after 6 months.</p>	<p>a) 80% of the feedback scores must be within the top two boxes of the 5 box measuring scheme.</p> <p>b) General feedback report to be sent to the Authority within one week of the course.</p>
8	Training resources	Access to adequate training resources e.g. firing range,	Firing range, wide, varied and appropriate

		firearms (as per individual courses requirements)	selection of firearms, access to an area suitable for explosive detonation etc
--	--	---	--

16.2 Should there be any concerns about poor performance of the Provider, the Authority will convene a meeting with the Provider in order to manage the performance and associated risks. The Authority will enter into dialogue with the supplier to put improvement plans in place.

16.3 In the case of poor performance refer to the Termination Clause in Appendix C. This is only to be used as a last resort and any underperformance would be managed by the Authority following due process. Poor Supplier performance can be defined as performance which falls below the targets set in Section 16.1

16.4 In the event of a contract termination, the supplier will provide all materials and work in progress to the Authority. The supplier will not be permitted to use any material/work in progress for their own use.

## 17. SECURITY REQUIREMENTS

17.1 The Service Provider shall comply with and shall ensure that its Staff comply with the provisions of:-

17.1.1. The Official Secrets Act 1911 to 1989; and

17.1.2. Section 182 of the Finance Act 1989.

17.1.3. The General Data Protection Regulation (GDPR)

17.2 In the event that the Service Provider or its Staff fail to comply with this Clause 17, the Authority reserves the right to terminate this Contract by notice in writing to the Supplier to take effect on any date falling at least 1 month later than the date of service of the relevant notice.

## 18. INTELLECTUAL PROPERTY RIGHTS (IPR)

18.1 All IPR rights are outlined in Appendix C (Terms and Conditions).

## 19. PAYMENT

19.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

19.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

OFFICIAL

19.3 Invoices can be submitted electronically to the BF Specialist Training Co-ordination Team: [BFLDCentralAdminTeam@homeoffice.gsi.gov.uk](mailto:BFLDCentralAdminTeam@homeoffice.gsi.gov.uk)

19.4 Invoice submissions should be broken down for each event to specify and differentiate between each component of the total cost i.e. Training delivery, accommodation, fuel etc.

## 20. ADDITIONAL INFORMATION

20.1 UKBF will be responsible for providing all travel and overnight accommodation expenses for their staff.

## 21. LOCATION

21.1 The training will be carried out at an authorised premise(s)/site(s) for the entirety of each course (Core, Refresher and TTT). Officers requiring training will be based across the whole of the British Isles and Border Force would ideally like to be able to deliver training to its staff in the North and South of the UK at separate centres. South would ideally refer to somewhere in the south of England (e.g. home counties, London or south coast) and north would ideally be Manchester or further north in England. Proposals on how to effect this are invited from prospective Providers. However, it is the quality of the service, the facilities and the training package which is paramount and which are the key feature for Border Force in the consideration of bids for this contract.

21.2 The supplier shall provide a safe and secure environment in which to deliver the training for the 3 courses, in compliance with Health & Safety legislation and shall include facilities to discharge firearms and demonstrate components and terminal effects of explosive materials. The training accommodation shall have the following minimum standards:

- training rooms with adequate seating and designated as no smoking areas
- controllable levels of lighting, heating and ventilation to ensure the comfort of the delegates
- accessibility to all (in accordance with Equality and Diversity requirements)
- lunches
- tea and coffee in the morning and afternoon
- readily available water refreshment

**ANNEX 4 – SUPPLIERS RESPONSE**

**(As provided within the e-Sourcing event)**

**[REDACTED]**

**ANNEX 5 – CLARIFICATIONS**

Ref	Appendix D Question Number	Clarification Question	Response	Date Issued
1	N/A	<p>Can you please clarify whether it is critical to be able to provide 2 locations for the training, as stated in Para 21.1 of Appendix B please?</p> <p>I appreciate this is a preferred option in the description, but clarification would help at this early stage.</p>	<p>No, it is not critical to the bid that a supplier can provide training in 2 locations. One location would be the minimum.</p> <p>However, we would still request that potential bidders advise whether or not they would in fact be in a position to train our staff in more than one location, (preferably one in the North of England and one in the South) although we do understand that some bidders will only be able to operate out of one location.</p> <p>The reason for the desire to have training delivered in more than one location, if at all possible, is to reduce the amount of travel required by our officers who are based across the entirety of the UK. Shorter journeys and smaller travel &amp; subsistence claims would not only serve our staff and Border Force well, but would also reduce the effect on the public purse.</p> <p>Regardless of the amount of locations a potential provider can offer (whether one or several), it is, nonetheless, the quality of the facilities and end training product which is paramount.</p>	11/09/2018
2	N/A	<p>Is there an option for UKBF to supply all the firearms and explosives? If a supplier requested that UKBF supply all firearms requirements, would the Bid be rejected or reviewed for its feasibility. This option would lower the Price of the Bid.</p>	<p>There is not an option for Border Force to procure/acquire or store the variety and quantity of weapons to which their officers need access in their training sessions. If a potential provider were unable to meet these requirements (access to a sufficiently large armoury and ability to procure and detonate explosives), then it is likely that that their bid would be rejected. These requirements are integral to the tender.</p> <p>There is not scope within this tender to review the feasibility of the suggestion given, irrespective of the price of the bid.</p>	11/09/2018

OFFICIAL

3	N/A	<p>Ref: Appendix B - Para 6.1.</p> <p>The paragraph states all training must be conducted within Secure Approved HO &amp; MOD Facilities.</p> <p>Is it possible for UKBF to designate 2 facilities that meet the above criteria, and allocate classrooms within these facilities, to facilitate the training contract. x 1 facility in the North West of UK Liverpool or Manchester, and another in the South near London for example.</p> <p>If the above was requested within a Bid, would it be rejected or reviewed for its feasibility. This option would lower the Price in the Bid.</p>	<p>It is not the role of UKBF to designate the facilities fitting the criteria in Appendix B (paragraph 6.1).</p> <p>This tender requires that any training provider selected is in a position to provide adequate site(s), facilities, resources and trainers.</p> <p>Any bid from a potential provider which does not have either its own facilities or access to adequate facilities, training products and resources is likely to be rejected.</p> <p>There is not scope within this tender to review the feasibility of the suggestion given, irrespective of the price of the bid.</p>	11/09/2018
4	N/A	<p>Ref: Appendix B - Para 6.1.e. Firearms Requirements::</p> <p>Can you please confirm that the Service provider MUST provide Short Barrelled Pistols for the training and live firing on ranges. Current UK Home office legislation regarding Firearms makes it illegal for civilians to be in possession of short barrelled weapons "Pistol".</p> <p>Can the UKBF provide Pistols for each training period?</p>	<p>UKBF will not be providing the weapons required for the training.</p> <p>The weapons specified in Para 6.1e are required for the training process in order that the delegates are familiar with the huge variety of weapons that they might encounter during the course of their duties. Examples of all of these weapons are required. Whilst the delegates will not be required to discharge the majority of these weapons on the firing range, they may, however, be required to discharge short barrelled weapons.</p> <p>The weapons which will be required on the firing ranges are: Self Loading Pistols, Revolvers, Sub machine gun Assault Rifle and Shotgun (potentially)</p> <p>UKBF will not provide Pistols for the training.</p>	11/09/2018
5	N/A	<p>1. [Appendix B] Para (6) Training is required to take part in a Home Office Approved Facility or MoD facility. Can clarification be</p>	<p>Overseas locations cannot be considered due to the prohibitive logistical and cost implications of moving Border Force staff abroad.</p>	11/09/2018

		given on these types of locations or indeed recommended types of locations so that these types of facilities may be contacted to see how they can support the requirement where needed. In addition would overseas locations be considered to enable the live firing requirements within paragraph 6 as the types of the weapons required are section 5 firearms which are illegal for non-government organisations to have access too.	The training provider would need to be Crown Exempt or Section 5 approved.  Training must take place either <ul style="list-style-type: none"> <li>• in a HO approved /MoD facility (crown exempt) and/or</li> <li>• with an RFD (Registered Firearms Dealer) who is registered to train and fire Section 5 weapons, at their facility and range.</li> </ul>	
6	N/A	2. [Appendix B] Para (6b)(Bullet Point 10/11) For live fire hands on needs clarification if they need to actually fire? This is to demonstrate and experience so clarification is required if they need to fire? Sub Machine guns and pistols of realistic calibre are not permitted in the UK as they are section 5 firearms. Where this can be conducted overseas I need clarification on this complex requirement.	Part of the requirement in Para <b>6.1.a</b> (rather than 6.1.b as stated in the question) states:  <i>The course includes both theory and practical training elements covering:</i> <ul style="list-style-type: none"> <li>• <i>The explanation and demonstration of different types of fire.(LIVE)</i></li> <li>• <i>The “hands on” live firing to experience the sound and destructive effect of common calibres of handguns, sub-machine guns, rifles and assault rifles on a firing range.</i></li> </ul> <p>The live fire weapons as part of this requirement are those mentioned in the second bullet point above: handguns, sub-machine guns, rifles and assault rifles.</p> <p>Training must take place in a HO approved /MoD facility (crown exempt) and/or with an RFD (Registered Firearms Dealer) who is registered to train and fire Section 5 weapons, at their facility and range.</p>	11/09/2018
7	N/A	3. [Appendix B] Para (6e)		

		<p>Some of the weapons stated in this part of the document are clearly illegal and cannot be resourced or indeed permitted to have by law. Can clarification be given if this can be done by presentation or alternatively.</p>	<p>Section 5 weapons can be held in HO approved /MoD facilities (crown exempt) and/or by RFDs (Registered Firearms Dealers) who are appropriately registered.</p> <p>This training requirement cannot be done in a presentation or in any alternative manner. Hands-on experience is essential as stipulated in para 6.1.</p>	
--	--	---	---	--

**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

Not Applicable.

**ANNEX 7 – CHANGE CONTROL FORMS**

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

**Contract Name:**

**Contract Ref. No.**

*[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]*

***Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]***

*[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*



Change

Management Process

Change Control Process map:

**CUSTOMER CHANGE NOTICE (CCN)**

*[insert summary of contractual provision/ process agreed with the supplier for contractual change control]*

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	
<b>STAGE 1 - CUSTOMER</b>			
Summary of proposals/ requirements	<p>This is a variation to the contract between the <i>[insert authority]</i> and <i>[insert supplier]</i>.</p> <p>The Terms and Conditions of the Contract apply but with the following amendments:</p> <p>Reason for change: <i>[change in customer requirements; savings initiative; change in law/ regulations etc]</i></p>		
Proposed payment:	<i>[lump sum/ ongoing payments]</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative)</b>			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative):</b>			
	Signature	Print Name & Position	Date
<b>STAGE 2 – SUPPLIER</b>			
Comments/ Caveats on requested change	<i>[e.g. proposed implementation route; conditions of delivery]</i>		

OFFICIAL

<b>CAPITAL / IMPLEMENTATION COST</b>		
<b>Labour</b>		
<b>Materials</b>		
<b>Other Costs</b>		
<b>TOTAL:</b>		
<b>REVENUE COSTS (per annum)</b>		
	<b>Contract Base Rate</b>	<b>Current Contract Rate</b>
Breakdown		
<b>TOTAL</b>		
<b><u>ABORTIVE COSTS:</u></b>	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal )</i>	
<i>NB: Any abortive costs to be discussed with the customer before being incurred</i>		

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**)

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):




Signature

Print Name & Position

Date

**STAGE 3 - CLARIFICATIONS**

*[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]*

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

**STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

CCN Withdrawn:

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed  
(Customer  
Representative

Print Name & Position

Date:

Change  
authorised to  
proceed to  
implementation  
(CCS):

Signature

Print Name & Position

Date:

**STAGE 5 - CCN COMPLETION SIGN-OFF**

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been  
completed/ provision  
required under the CCN  
commenced:

Date Signed  
by Customer:

Signed  
(Customer  
representative)

Print Name &  
Position

**Contract Management Guidance – Template #10**  
**CHANGE CONTROL FORM- Extensions – v. 5**

<b>Contract Name:</b>	XXXX	<b>Contract Ref. No.</b>	XXXX [Insert CCN Change Number]
-----------------------	------	--------------------------	------------------------------------

*[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.*

*Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance*

*[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*

  
**Change Management Process**

Change Control Process map:

**CLIENT CHANGE NOTICE (CCN)**

*[insert summary of contractual provision/ process agreed with the supplier for contractual change control]*

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

**STAGE 1 - CLIENT**

Summary of proposals/ requirements :	<p>Further to the current contract expiry date of <i>[insert date]</i> the <i>[insert contracting authority name]</i> wishes to take up the option of a <i>[insert extensions duration]</i> extension to <i>[insert new expiry date]</i> as per the <i>[Contract/ Agreement/ Call off]</i>.</p> <p>The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.</p>
--------------------------------------	---

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative):</b>			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative)</b>			
	Signature	Print Name & Position	Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
<b>ABORTIVE COSTS :</b>	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal )]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision			
<b>[Supplier name, as appears in the contract]</b> confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed ( <b>Supplier Representative</b> ):	<input style="width: 95%;" type="text"/>	
Print Name & Position:	<input style="width: 95%;" type="text"/>	
Date:	<input style="width: 50%;" type="text"/>	

**STAGE 3 – CLARIFICATIONS**

*[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]*

Clarification/ queries to to supplier regarding their proposals:	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>
Supplier response	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>

**STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

Variation Withdrawn	<input style="width: 95%; text-align: center; color: red;" type="text" value="[Yes/No]"/>
---------------------	---

By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed ( <b>Customer Representative</b> )	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to implementation ( <b>CCS</b> ):	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Signature	Print Name & Position	Date

**STAGE 5 - CCN COMPLETION SIGN-OFF**

*[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]*

I confirm that the **[works have been completed/ provision required under the CCN commenced]** in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been completed/ provision required under the CCN commenced:

Date Signed by Customer:

Signed **(Customer representative):**

Print Name & Position