



Crown
Commercial
Service

HOME OFFICE

- and -

ZEUTSCHEL UK Ltd

ANNEXES

for

**PROVISION OF MICROFICHE SCANNER &
MAINTENANCE CONTRACT**

SO18230

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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 Goods 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 identified in the letterhead of the Award Letter;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the Goods to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 1998;
“FOIA”	means the Freedom of Information Act 2000;
“Goods”	means the goods to be supplied by the Supplier to the Customer under the Agreement;
“Information”	has the meaning given under section 84 of the FOIA;
“Party”	the Supplier or the Customer (as appropriate) and “Parties” shall mean both of

them;

"Purchase Order Number"	means the Customer's unique number relating to the order for Goods to be supplied by the Supplier to the Customer in accordance with the terms of the Agreement;
"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);
"Specification"	means the specification for the Goods to be supplied by the Supplier to the Customer (including as to quantity, description and quality) as specified 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 applicable, 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;
"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 Goods 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 Award Letter countersigned by the Supplier.

3 SUPPLY OF GOODS

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall

supply the Goods to the Customer subject to and in accordance with the terms and conditions of the Agreement.

- 3.2 In supplying the Goods, the Supplier shall co-operate with the Customer in all matters relating to the supply of Goods and comply with all the Customer's instructions.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Agreement shall:
- 3.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - 3.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 3.3.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - 3.3.4 be free from design defects;
 - 3.3.5 be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Customer of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause; and
 - 3.3.6 and the Supplier itself shall, comply with all applicable laws.

4 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 4.1 The Charges for the Goods 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 Goods. 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 supply of the Goods, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.
- 4.2 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 Goods.
- 4.3 Following Delivery of the Goods, 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 Goods supplied in the invoice period.
- 4.4 In consideration of the supply of the Goods 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.
- 4.5 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 4.4 after a reasonable

time has passed.

- 4.6 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 Goods unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 4.7 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.
- 4.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 4.8.1 provisions having the same effects as clauses 4.3 to 4.7 of this Agreement; and
 - 4.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 4.3 to 4.8 of this Agreement.
 - 4.8.3 In this clause 4.8, "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.
- 4.9 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.

5 CANCELLATION

- 5.1 The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

6 DELIVERY

- 6.1 The Supplier shall Deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.
- 6.2 Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Goods shall be provided without acceptance by the Customer or the Crown of any liability in respect of any

actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.

- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by the Customer in the Award Letter, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 2.2, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
- 6.5.1 to terminate the Agreement;
 - 6.5.2 request the Supplier, free of charge, to deliver substitute Goods within the timescales specified by the Customer;
 - 6.5.3 to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.5.4 to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Goods or part of Goods duly returned;
 - 6.5.5 to buy the same or similar Goods from another supplier and
to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 PROPERTY AND GUARANTEE OF TITLE

- 7.1 Without prejudice to any other rights or remedies of the Customer, title and risk in the Goods shall pass to the Customer when Delivery of the Goods is complete (including off-loading and stacking)
- 7.2 The Supplier warrants that:
- 7.2.1 it has full clear and unencumbered title to all the Goods;
 - 7.2.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the Goods.

8 STAFF

- 8.1 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:
- 8.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 8.1.2 direct the Supplier to end the involvement in the provision of the Goods of the

- relevant person(s); and/or
- 8.1.3 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.

8.2 The Supplier shall:

- 8.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;
- 8.2.2 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
- 8.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

9 ASSIGNMENT AND SUB-CONTRACTING

- 9.1 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.
- 9.2 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.
- 9.3 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.

10 INTELLECTUAL PROPERTY AND INDEMNITY

- 10.1 The Supplier grants or shall procure the grant of from the respective owner to the Customer a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil its obligations under this Agreement.
- 10.2 The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, 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 Goods, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 10.3 The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and

shall not make any statement which might be prejudicial to the settlement or defence of the claim.

11 GOVERNANCE AND RECORDS

11.1 The Supplier shall:

- 11.1.1 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
- 11.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

11.2 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 Goods 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.

12 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

12.1 Subject to clause 12.2, each Party shall:

- 12.1.1 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
- 12.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

- 12.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 12.2.2 to its auditors or for the purposes of regulatory requirements;
- 12.2.3 on a confidential basis, to its professional advisers;
- 12.2.4 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;
- 12.2.5 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 12.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 12.2.6 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 13.

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 12.

12.3 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 the 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.

12.4 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.

13 FREEDOM OF INFORMATION

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

13.1.1 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;

13.1.2 transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

13.1.3 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

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

13.2 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 Goods (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

13.3 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 Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

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14 PROTECTION AND SECURITY OF DATA

- 14.1 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.
- 14.2 When handling Customer 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.

15 LIABILITY

- 15.1 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.
- 15.2 Subject always to clause 15.3
- 15.2.1 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 Goods, 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
- 15.2.2 except in the case of claims arising under clauses 10.1.2 and 19.3, in no event shall either Party be liable to the other Party 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.
- 15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 15.3.1 death or personal injury caused by its negligence or that of its Staff;
- 15.3.2 fraud or fraudulent misrepresentation by it or that of its Staff;
- 1.1.1 15.3.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 15.3.4 any other matter which, by law, may not be excluded or limited.

- 15.4 The Supplier's liability under the indemnity in clauses 10.2 and 19.3 shall be unlimited.

16 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 30 days, either Party may terminate the Agreement by written notice to the other Party.

17 TERMINATION

17.1 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement in whole or in part before Delivery or after Delivery (where only part of Goods have been Delivered) by written notice to the Supplier with immediate effect if the Supplier:

- 17.1.1 (without prejudice to clause 17.1.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 17.1.2 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;
- 17.1.3 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;
- 17.1.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 17.1.5 breaches the provisions of clauses 8.2, 12, 13, 14 and 18;
- 17.1.6 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 17.1.6) in consequence of debt in any jurisdiction; or
- 17.1.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

17.2 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.1.4 or any potential such change of control.

17.3 In addition to the Supplier's statutory rights, 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.

17.4 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 clauses 2, 3.2, 3.3, 8, 10, 11.2, 12, 13, 14, 15, 17.5, 18.4, 19.3, 20 and 21.7 and any other term or condition of the Agreement that either expressly or by implication has effect after termination.

17.5 Upon termination or expiry of the Agreement, the Supplier shall:

- 17.5.1 give all reasonable assistance to the Customer and any incoming supplier of Goods; and
- 17.5.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

18 COMPLIANCE

18.1 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.

18.2 The Supplier shall:

- 18.2.1 comply with the reasonable requirements of the Customer's security arrangements;
- 18.2.2 comply with all the Customer's health and safety measures;
- 18.2.3 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;
- 18.2.4 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;
- 18.2.5 take all reasonable steps to secure the observance of clause 18.2.4 by all Staff; and
- 18.2.6 supply the Goods and any packaging in accordance with the Customer's environmental policy as provided from time to time.

18.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 18.3.

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

- 18.4.1 the Official Secrets Acts 1911 to 1989; and
- 18.4.2 section 182 of the Finance Act 1989.

19 PREVENTION OF FRAUD AND CORRUPTION

19.1 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.

19.2 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.

19.3 If the Supplier or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 19.3.1 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 Goods and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

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

20 DISPUTE RESOLUTION

- 20.1 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.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, 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.
- 20.3 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.

21 GENERAL

- 21.1 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.
- 21.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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.

22 NOTICES

- 22.1 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 22.3, 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.
- 22.2 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.
- 22.3 Notices under clauses 16 (Force Majeure) and 17 (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 22.1.

23 GOVERNING LAW AND JURISDICTION

- 23.1 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.

ANNEX 2 – PRICE SCHEDULE

REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 The Home Office (HO) Police National Computer (PNC) has a requirement for the purchase of a microfiche scanner to replace an existing older machine and a hardware/software maintenance & servicing contract for two (2) microfiche scanners, and there is also a requirement for an existing older scanner to be serviced but not to form part of the maintenance contract.
- 1.2 Criminal justice agencies can request copies of old criminal convictions stored on microfiche to be sent electronically to them. This requires the microfiche jacket to be manually scanned and adjusted to get the best image to be sent. Since purchasing the new microfiche scanner in 2015 the PNC have had the ability to automatically scan microfiche jackets which has improved the speed of processing in addition to the manual scanning that is still necessary for some poor quality microfiche jackets.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Police National Computer (PNC) is the primary repository for the UK's criminal records. It is considered part of the 'critical national infrastructure,' and contains information about 11 million people who have been convicted, cautioned or arrested; 55 million vehicles; and driving-licence holders. The system has been built up over many years. The first installation of PNC went live in 1974 and since then it has been updated regularly to react to differing business requirements.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The PNC have a requirement for the purchase of a new microfiche jacket scanner due to their existing scanner being over eleven (11) years old.
- 3.2 The existing scanner an OM 1500 was upgraded in 2015. Despite having the current version of scanning and quality assurance software it is still old machinery and the cameras are reflecting their age. The scanner is unfit for purpose.
- 3.3 The hardware/software maintenance & servicing package which is required for two (2) microfiche scanners is to cover the scanner purchased as part of this requirement and one other existing scanner to ensure they are kept in good working order.
- 3.4 Another existing OM 1100 scanner is required to be serviced as per the other two (2) scanners but not to form part of the maintenance package.

4. DEFINITIONS

Expression or Acronym	Definition
CCD	means Charge-Coupled Device.
Contracting Authority	means the legal entity which will be the promised party to the contract.
Customer	means the individual (or their representative) who has requested the procurement and who has budgetary control.
HO	means Home Office..
IPM	means Images Per Minute

IPR	means Intellectual Property Rights.
ITT	means Invitation to Tender.
KPI	means Key Performance Indicator.
MI	means Management Information.
PDF	means a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. PDF files are created using Adobe Acrobat, Acrobat Capture, or similar products.
Potential Provider(s)	means those economic operator(s) which have expressed an interest and been invited to participate in the tender opportunity.
PNC	means Police National Computer.
Procurement Lead	means the CCS team member who has ownership for the task of delivering the Customers' requirement.
QA	means Quality Assurance.
Regulations	means The Public Contracts Regulations 2015.
SLA	means Service Level Agreement.
Supplier	means the Potential Provider whose tender has been accepted and who is to be awarded the contract.
TIFF	means Tag Image File Format.

5. SCOPE OF REQUIREMENT

- 5.1 The PNC have a requirement for the purchase of one (1) Microfiche Jacket Scanner, the specifications are defined in the requirements section.
- 5.2 The PNC requires a three (3) year contract for a hardware/software maintenance and servicing contract for two (2) Microfiche Scanners as detailed in the requirements section.
- 5.3 The PNC also requires an OM 1100 scanner to be serviced quarterly (3 months) as per the other scanners but is not to form part of the maintenance package.

6. THE REQUIREMENT

- 6.1 The PNC have a requirement for one (1) Microfiche Jacket Scanner with the following specifications:
- 6.1.1 A heavy duty Microfiche Jacket Scanning Machine with all software.
 - 6.1.2 PC Workstation with Windows 7, scanning and quality assurance software (distributed) which can perform the same functions as pre-scan.
 - 6.1.3 Auto fiche Loader with the capability of 75 jacket capacity (including additional cartridges where appropriate) and manual load ability with the ability to use both Auto and Manual Load.

-
- 6.1.4 Traditional scanning and Auto scanning, with the operator able to switch easily between Pre-scan for conventional scanning and Auto Scan.
 - 6.1.5 Scan Speed 200 images per minute (ipm).
 - 6.1.6 Separate Pre Scan camera for capture of pre-scan images.
 - 6.1.7 Intelligent/Presence Pre-scan and Frame recognition without set-up. Should only capture frames where images are located.
 - 6.1.8 Direct Optical path, no mirrors to distort image, auto focal length adjustment.
 - 6.1.9 Full speed TIFF output.
 - 6.1.10 Full speed image processing (i.e. crop, rotate deskew.)
 - 6.1.11 Title Bar Capture.
 - 6.1.12 Capable of processing mixed format in same batch (i.e. Diazo.)
 - 6.1.13 Jacket size – standard 105mm plus long jackets.
 - 6.1.14 CCD Array 8192 pixel.
 - 6.1.15 Software camera focus.
 - 6.1.16 Bundled Fibre Optic smoothlight technology.
 - 6.1.17 Film Reduction 40-96x.
 - 6.1.18 One pass pre-scan – image location.
 - 6.1.19 The ability to re-size, crop and zoom in on images.
 - 6.1.20 The ability to lighten and darken as necessary to obtain the best quality images. The frames include handwritten, typewriter, carbon copy and telex type images sometimes on the same fiche.
 - 6.2 The delivery of the new Microfiche Jacket Scanner is required on or before the 31st August 2016.
 - 6.3 Onsite Training is required for two (2) members of staff, to include:
 - 6.3.1 Use of the Microfiche Scanner and QA Software.
 - 6.3.2 The training is required to take place on or before the 31st August 2016, but not prior to delivery of the newly procured Scanner.
 - 6.3.3 Removal / Disposal of existing scanner at no extra cost as per The Waste Electric and Electronic Equipment (WEEE) Regulations 2013 details below:
 - 6.3.3.1 Make: Zeutschel
-

6.3.3.2 Model: OM 1500

6.4 The PNC requires a three (3) year contract for a hardware/software maintenance and servicing contract, as detailed below:

6.4.1 Servicing is required on a quarterly basis (3 months)

- (a) The timing of the servicing is to be agreed with PNC
- (b) A minimum of five (5) working days' notice is required by the authority.

6.4.2 Maintenance Cover is required for all components (Hardware & Software) to include recommended upgrades and any system updates & patches required.

6.4.3 All parts of the scanning machines and personal computers also require emergency breakdown cover.

6.4.3.1 The PNC will contact the supplier by telephone and/or email when a call out is required.

6.4.3.2 The qualified engineer is required to be on site within one (1) working day of the receipt of the request.

6.4.3.3 The fault is required to be rectified within three (3) working days of the engineer visit to site.

6.4.4 The service/maintenance support service will need to be provided on the Authority's premises during business hours (09:00 to 17:00hrs), Monday to Friday. The support service will not be required on Weekends or Bank Holidays.

6.4.4.1 The equipment should be maintained on site, if the equipment is required to be taken offsite the Authority are required to provide written approval.

- (a) The supplier is required to loan the Authority a replacement at no extra cost.

6.4.5 The engineers are required to be Zeuschel trained and qualified.

6.4.5.1 The engineers are required to hold SC Security Clearance.

6.4.6 The scanners that form part of the servicing/maintenance support contract are detailed below:

6.4.6.1 One (1) new Microfiche Jacket Scanner and package including: personal computer, mouse, monitor and keyboard with all incumbent integral software as purchased and detailed above.

6.4.6.2 One (1) x Zeuschel OM 1500 Microfiche Scanning Machine package with all incumbent integral software, details below:

- (a) Serial number 59052
- (b) Purchased in July 2015.
- 6.4.6.3 One (1) x personal computer comprising of:
- (a) One (1) x DELL mouse
- (b) One (1) x DELL Monitor (Model No DELL P 2314H)
- (c) One (1) X DELL Keyboard (Model No DELL KB 212V)
- 6.4.6.4 Software:
- (a) Windows 7 Ultimate
- (b) Fast Film version 1:86:25
- (c) Quantum Processing version 1:04:68
- 6.5 The PNC require an OM 1100 scanner to be serviced as per the other scanners but it is not to form part of the maintenance contract, scanner details below:
- 6.5.1 One (1) x Zeutschel OM 1100 Microfiche Scanning Machine with all incumbent integral software.
- 6.5.1.1 Serial number 51939
- 6.5.1.2 The service/maintenance package for this machine will be based on a 'best efforts' basis as there are limited parts available.
- 6.5.1.3 The servicing is required to be completed at the same time as the other machines, which is on a quarterly basis (3 months). This service should be itemised on the invoice and paid for after the completion of each service.
- 6.5.1.4 If the OM 1100 requires parts to be replaced, the authority will make a decision based upon the additional cost of the required parts.
- (a) The parts required for fixes on-site will be agreed by both parties and itemised on the invoice.

7. KEY MILESTONES

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

Milestone	Description	Timeframe
1	Implementation of the new Microfiche Jacket Scanner.	On or before the 31st August 2016
2	Servicing of Scanners	Quarterly (3 months)

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3	Training	On or before the 31st August 2016, but not prior to delivery of the newly procured Scanner
4	Maintenance/Emergency Call Outs – Engineer required on site	Within 1 working day of the call out
5	Faults rectified	Within 3 working days of the engineer visit

8. REPORTING

8.1 The Authority will require management information on a quarterly basis at no additional cost, detailing all the activity that has been provided by the supplier.

8.1.1 This report should detail the following information:

8.1.1.1 Details of each call out including the issue and fix required. Including the following:

- (a) Number of call outs, broken down between those that required a site visit and those that did not.
- (b) Number of call outs that were resolved within the three (3) working days SLA.
- (c) Number of call outs that were not resolved within the three (3) working days SLA.

9. CONTINUOUS IMPROVEMENT

9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

9.2 The Supplier should present new ways of working to the Authority during Annual Contract review meetings.

9.3 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.

10. SUSTAINABILITY

10.1 Removal / Disposal of existing scanner at no extra cost as per The Waste Electric and Electronic Equipment (WEEE) Regulations 2013.

11. QUALITY

11.1 The engineers are required to be Zeuschel trained and qualified.

11.1.1 The engineers are required to hold SC Security Clearance.

12. PRICE

12.1 Prices should be submitted in pounds sterling inclusive of any expenses but should exclude VAT.

- 12.2 Potential Providers are required to complete the Pricing Matrix at Appendix E – Pricing Matrix via the e-sourcing suite.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Provision of Microfiche Scanner & Maintenance Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Potential Provider's staff assigned to the Provision of Microfiche Scanner & Maintenance Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 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.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Delivery Timescales	Delivery of the scanner to be received and installed no later than the 31st August 2016	100%
#2	Training	Training to take place no later than the 31st August 2016, but not prior to delivery of the newly procured Scanner.	100%
#3	Quarterly Services	Quarterly services of the scanners to be completed on time	100%
#4	Call Outs	An engineer to attend site within one (1) working day of receipt of the request.	100%
#5	Faults	Faults to be rectified within three (3) working days of an engineer arriving on site.	95%
#6	Management Information (MI) data	Quarterly Report to be provided to the authority.	100%
#7	Contract Review meetings	Supplier to attend annual review meetings.	100%

- 14.2 Should a request for corrective maintenance not have been rectified as shown in the above table the following escalation procedure will apply:

Working Day One (1)	Working Day Two (2)	Working Day Three (3) - Working Day Ten (10)	Working Day Eleven (11)
Supplier to notify the Authority of the need to escalate the issue.	Supplier and Authority to agree a method of resolution.	Supplier to implement method of resolution.	If fault not rectified, supplier to replace the faulty equipment in its entirety with an equivalent.

15. SECURITY REQUIREMENTS

- 15.1 The Authority require the following information to be provided at least 24 hours in advance to REDACTED

15.1.1 Visitor Name

15.1.2 Registration and Make/Model of their vehicle

- 15.2 Engineers attending the site are required to hold SC security clearance. Documentation must be provided as required.

16. PAYMENT

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

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

- 16.3 Ordering will be by way of Home Office Purchase Order.

- 16.4 Purchase Order Numbers will be listed on all invoices.

- 16.5 Payment will be made upon receipt of an invoice quoting a valid Purchase Order Number.

- 16.6 All invoices are to be sent to:

Shared Services Connected Limited
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

- 16.7 Prices must be inclusive of expenses and exclusive of VAT.

16.8 PAYMENT MILESTONES

- 16.8.1 The payment for the new scanner and the servicing/maintenance contract for this microfiche scanner and the other OM 1500 scanner will be paid for annually.
- 16.8.2 The payment for the training will be made upon successful completion of the training package.
- 16.8.3 The payment for the servicing of the OM 1100 will be made on successful completion of each service (every 3 months).
- 16.8.3.1 The parts required for fixes on-site will be agreed by both parties and itemised on the invoice.

17. LOCATION

- 17.1 The location of the Services will be carried out at the following address:

REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

ANNEX 4 – SUPPLIER’S RESPONSE

(As provided within the e-Sourcing event)

REDACTED

ANNEX 5 – CLARIFICATIONS

Ref	Appendix D Question Number	Clarification Question	Response
1	N/A	<p>Having read through Appendix B I would like to point out some typing errors: 6.1.17 reduction should be 40-96x</p> <p>6.3.3.2 Model should be OM1500 not 1550 this is also same for 16.8 and pricing matrix</p>	<p>I can confirm this is a typing error and should read:</p> <p>6.1.17 Film Reduction 40-96x.</p> <p>I can confirm this is a typing error and should read:</p> <p>6.3.3.2 Model should be OM1500 16.8.1 Model should be OM1500</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

Change Control Process map: Management Process

CUSTOMER CHANGE NOTICE (CCN)

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

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

[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)]

Change authorised to
proceed to Stage 2
(Customer
organisation
representative)

Signature

Print Name & Position

Date

Change authorised to
proceed to Stage 2
(CCS representative):

Signature

Print Name & Position

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
Breakdown		
Breakdown		
Breakdown		
TOTAL		

OFFICIAL

ABORTIVE COSTS:

[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)]

NB: Any abortive costs to be discussed with the customer before being incurred

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:

[Yes/ no]

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

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[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

Change Control Process map: Management Process

CLIENT CHANGE NOTICE (CCN)

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

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CLIENT

Summary of proposals/
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	[Contract current expiry date]		
Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	[e.g. proposed implementation route; conditions of delivery]		
ABORTIVE COSTS :	[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)]		
NB: Any abortive costs to be discussed with the client before being incurred			
Anticipated period from CCN being authorised by client to start of related provision			
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed (**Supplier Representative**):

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.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

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

Variation Withdrawn

[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
(**Customer
Representative**)

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(**CCS**):

OFFICIAL

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