DATED [dd/mm/yyyy]

**CROWN COMMERCIAL SERVICE**

**and**

**[SUPPLIER NAME]**

**FM ASSURANCE SERVICES (HELPDESK AND CAFM) FRAMEWORK AGREEMENT**

**(Agreement Ref: RM 3720)**

**[PRE-FRAMEWORK AGREEMENT CONCLUSION GUIDANCE NOTE:**

1. **Attention is drawn to the various guidance notes to the Authority highlighted in green, and the square brackets and information/text to complete/settle therein highlighted in yellow in this document.**
2. **Before this Framework Agreement is signed, the parties should ensure that they have read the guidance notes, taken any actions necessary as indicated in the guidance notes and/or square brackets and then delete the guidance notes and the square brackets (and the text included in the square brackets if not used) from this document.**
3. **The Authority and the supplier will agree between them where the supplier needs to provide certain information to enable the Authority to complete this task.**
4. **The guidance notes are not exhaustive but have been included to assist the parties in completing any information required with sufficient detail.]**

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This Agreement is made on ***[insert Framework Commencement Date dd/mm/yyyy]***

**BETWEEN:**

(1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP (the "**Authority**");

(2) ***[Insert COMPANY’S NAME]*** which is a company registered in ***[England and Wales]*** under company number ***[insert company no.]*** and whose registered office is at ***[insert address]*** (the **"Supplier"**).

**RECITALS:**

1. The Authority placed a contract notice ***[Insert the OJEU reference number]*** on ***[Insert date of issue of OJEU dd/mm/yyyy]*** (the **"OJEU Notice"**) in the Official Journal of the European Union seeking tenders from providers of FM Assurance Services (Helpdesk and CAFM) Services interested in entering into a framework arrangement for the supply of such Services to Contracting Authorities.
2. On ***[Insert date of issue of ITT dd/mm/yyyy]*** the Authority issued an invitation to tender (the **"Invitation to Tender"**) for the provision of  ***FM Assurance Services (Helpdesk and CAFM) Services***
3. In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on ***[insert date dd/mm/yyyy]*** (set out in Framework Schedule 21 (Tender)) (the “**Tender**”) through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
4. On the basis of the Tender, the Authority selected the Supplier to enter into the framework agreement to provide the Services to Contracting Authorities from time to time on a call off basis in accordance with this Framework Agreement.
5. This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Services which may be required by Contracting Authorities, the template terms and conditions for any Call Off Contract which Contracting Authorities may enter into and the obligations of the Supplier during and after the Framework Period.
6. It is the Parties' intention that there will be no obligation for any Contracting Authority to award any Call Off Contracts under this Framework Agreement during the Framework Period.
7. PRELIMINARIES
8. DEFINITIONS AND INTERPRETATION

Definitions

* + 1. In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.
    2. If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

Interpretation

* + 1. In this Framework Agreement, unless the context otherwise requires:
       1. the singular includes the plural and vice versa;
       2. reference to a gender includes the other gender and the neuter;
       3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
       4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
       5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
       6. references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
       7. references to: “**representations**” shall be construed as references to present facts; to “**warranties**” as references to present and future facts; and to “**undertakings**” as references to obligations under this Framework Agreement;
       8. references to “**Clauses**” and “**Framework Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
       9. any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
       10. the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
    2. Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
       1. the Clauses and Framework Schedule 1 (Definitions);
       2. Framework Schedules 1 to 18 inclusive;
       3. Framework Schedule 21 (Tender).
    3. If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Contract, the provisions of this Framework Agreement shall prevail over those of the Call Off Contract save that:
       1. any refinement to the Template Order Form and Template Call Off Terms permitted for the purposes of a Call Off Contract under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call –Off Terms); and
       2. subject to Clause 1.2.4, the Call Off Contract shall prevail over Framework Schedule 21 (Tender).
    4. Where Framework Schedule 21 (Tender) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

1. DUE DILIGENCE

The Supplier acknowledges that:

* + 1. the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
    2. it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
    3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) and has entered into this Framework Agreement in reliance on its own due diligence alone.
    4. it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier by entitled to recover any additional costs or charges, arising as a result of any:
       1. misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere; and/or
       2. failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

1. SUPPLIER'S APPOINTMENT

The Authority hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call Off Contracts by the Authority and Other Contracting Authorities during the Framework Period.

In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

1. SCOPE OF FRAMEWORK AGREEMENT

Without prejudice to Clause 44 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier.

The Supplier acknowledges and agrees that:

* + 1. there is no obligation whatsoever on the Authority or on any Other Contracting Authority to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement and
    2. in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or Other Contracting Authorities in relation to the provision of the Services by the Supplier and that the Authority and Other Contracting Authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all Services which are the same as or similar to the Services.

In the event that any Other Contracting Authority makes an approach to the Supplier with a request for the supply of Equivalent Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Authority, and before any supply of Equivalent Services is made, inform such Other Contracting Authority of the existence of this Framework and the Other Contracting Authority’s ability to award Call Off Contracts for Services pursuant to this Framework Agreement.

1. CALL OFF PROCEDURE

If the Authority or any Other Contracting Authority decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Contracts for the Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).

The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

1. ASSISTANCE IN RELATED PROCUREMENTS

Where a Relevant Supplier is bidding to provide New Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Services to a Contracting Authority, the Supplier shall promptly provide the relevant Contracting Authority and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Authority and/or the Relevant Supplier, as appropriate, to:

* + 1. carry out appropriate due diligence with respect to the provision of the New Services;
    2. effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Services and the New Services;
    3. carry out a fair Call Off Award Procedure for the New Services; and
    4. make a proper assessment as to the risk related to the New Services.

When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

1. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

* + 1. it has full capacity and authority to enter into and to perform this Framework Agreement;
    2. this Framework Agreement is executed by its duly authorised representative;
    3. there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
    4. its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

The Supplier represents and warrants that:

* + 1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
    2. it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
    3. it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
    4. its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
    5. as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, , its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
    6. as at the Framework Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
    7. it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Authority which are necessaryfor the performance of the Supplier’s obligations under this Framework Agreement;
    8. it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority’s Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Authorities.
    9. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
    10. it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue;
    11. for the duration of this Framework Agreement and any Call Off Contracts and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Contracts, the Supplier shall not employ or offer employment to any staff of the Authority or the staff of any Contracting Authority who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of the relevant Contracting Authority which shall not be unreasonably withheld; and
    12. in performing its obligations under this Framework Agreement and any Call Off Contract, the Supplier shall be required (to the extent possible in the circumstances) as sole Supplier, to bid for each invitation to quote from Contracting Authorities.

Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.

If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.

Each time that a Call Off Contract is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

1. GUARANTEE

Where the Authority notifies the Supplier that the award of this Framework Agreement shall be conditional upon receipt of a valid Framework Guarantee, then on or prior to the execution of the Framework Agreement the Supplier shall deliver to the Authority:

* + 1. an executed Framework Guarantee from a Framework Guarantor; and
    2. a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.

The Authority may in its sole discretion at any time agree to waive compliance with the requirement in Clause 8.1 by giving the Supplier notice in writing.

CYBER ESSENTIALS SCHEME CONDITION

* 1. Where the Authority notifies the Supplier that prior to the execution of the first Call Off Contract the Supplier shall provide a valid Cyber Essentials Scheme Certificate or equivalent, then on or prior to the execution of the first Call Off Contract the Supplier Shall deliver to the Authority evidence of a valid Cyber Essentials Scheme Certificate or equivalent.
  2. Where the Supplier continues to Process Cyber Essentials Data during the Framework Period or the term of any Call Off Contract the Supplier shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Scheme Certificate or equivalent on each anniversary of the first Cyber Essentials Scheme Certificate obtained by the Supplier under Clause 8.3.
  3. Where the Supplier is due to Process Cyber Essentials Data after the commencement date of the first Call Off Contract] but before the end of the Framework Period or term of the last Call Off Contract, the Supplier shall deliver to the Authority evidence of:
     1. a valid Cyber Essentials Scheme Certificate or equivalent (before the Supplier Processes any such Cyber Essentials Data); and
     2. renewal of a valid Cyber Essentials Scheme Certificate or equivalent on each anniversary of the first Cyber Essentials Scheme Certificate obtained by the Supplier under Clause8.5.1.
  4. In the event that the Supplier fails to comply with Clause 8.4 or 8.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

1. DURATION OF FRAMEWORK AGREEMENT
2. FRAMEWORK PERIOD

This Framework Agreement shall take effect on the Framework Commencement Date and shall expire at the end of the fourth (4th) Year, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

1. FRAMEWORK AGREEMENT PERFORMANCE
2. FRAMEWORK AGREEMENT PERFORMANCE

The Supplier shall perform its obligations under this Framework Agreement in accordance with:

* + 1. The requirements of this Framework Agreement, including Framework Schedule 8 (Framework, Service and Security Management);
    2. the terms and conditions of the respective Call Off Contracts;
    3. Good Industry Practice;
    4. all applicable Standards; and
    5. in compliance with all applicable Law.

The Supplier shall bring to the attention of the Authority, any conflict between any of the requirements of Clause 10.1 shall comply with the Authority's decision on the resolution of any such conflict.

1. KEY PERFORMANCE INDICATORS

The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators).

1. STANDARDS

The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Contract, including the Standards set out in Part A of Framework Schedule 2 (Services and Key Performance Indicators).

Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier’s provision, or the receipt by a Contracting Authority under a Call Off Contract, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or a Contracting Authority’s receipt under a Call Off Contract, of the Services is explained to the Authority and the Contracting Authority (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.

The Supplier should note (when designing and delivering Services to the Authority and any Contracting Authority which is a Crown Body) the intention of the Authority to conform to HM Government’s ICT Strategy and the set of standards (such as those associated with the adoption of cross government cloud services and the adoption of the Public Services Network (PSN) for network service provision) related to that strategy.

Where a standard, policy or document is referred to in Framework Schedule 2 (Services and Key Performance Indicators) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

1. MINIMUM STANDARDS OF RELIABILITY

No Call Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the Minimum Standards of Reliability at the time of the proposed award of that Call Off Contract.

The Authority shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

* + 1. upon the request of any Contracting Authority; or
    2. otherwise, whenever it considers (in its absolute discretion) that it is appropriate to do so.

In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Clause 13.2, the Authority shall so notify the Supplier (and any Contracting Authority in writing) and the Authority reserves the right to terminate this Framework Agreement for material Default.

1. CONTINUOUS IMPROVEMENT

The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Services and the manner in which it provides the Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

1. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

The Supplier shall perform all its obligations under all Call Off Contracts entered into with the Authority or any Other Contracting Authority:

* + 1. in accordance with the requirements of this Framework Agreement;
    2. in accordance with the terms and conditions of the respective Call Off Agreements.

The Supplier shall draw any conflict in the application of any of the requirements of Clauses 15.1.1 and 15.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

1. FRAMEWORK AGREEMENT GOVERNANCE
2. FRAMEWORK AGREEMENT MANAGEMENT

The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework, Service and Security Management).

1. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

The Supplier shall keep and maintain, until the later of:

* + 1. seven (7) years after the date of termination or expiry of this Framework Agreement; or
    2. seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or
    3. such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call Off Contracts entered into with Contracting Authorities, the Services provided pursuant to the Call Off Contracts, and the amounts paid by each Contracting Authority under the Call Off Contracts and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

The Supplier shall keep the records and accounts referred to in Clause 17.1 in accordance with Good Industry Practice and Law.

The Supplier shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier’s management team or by the Supplier’s external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.

Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:

* + 1. Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
    2. all related invoices are completely and accurately included in the MI Reports;
    3. all Charges to Contracting Authorities comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
    4. an additional sample of twenty (20) public sector orders identified from the Supplier’s order processing and invoicing systems as orders not placed under this Framework Agreement have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by the Authority.

Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 17.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier’s obligations under this Framework Agreement, including for the following purposes to:

* + 1. verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call Off Contract (including proposed or actual variations to them in accordance with this Framework Agreement);
    2. verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
    3. verify the Open Book Data;
    4. verify the Supplier’s and each Sub-Contractor’s compliance with the applicable Law;
    5. identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
    6. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;
    7. obtain such information as is necessary to fulfil the Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
    8. review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
    9. carry out the Authority’s internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
    10. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
    11. verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
    12. review any MI Reports and/or other records relating to the Supplier’s performance of the Services and to verify that these reflect the Supplier’s own internal reports and records;
    13. review the integrity, confidentiality and security of the Authority Personal Data; and/or
    14. receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier’s practice is consistent with the Government’s transparency agenda which requires all public sector authorities to publish details of expenditure on common goods and services.

The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.

Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

* + 1. all information within the scope of the Audit requested by the Auditor;
    2. reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and
    3. access to the Supplier Personnel.

If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any one Contract Year or year of any Call Off Contracts then, without prejudice to the Authority’s other rights under this Framework Agreement, the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the Audit.

If an Audit reveals that:

* + 1. the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call Off Contract; and/or
    2. a material Default has been committed by the Supplier; then the Authority shall be entitled to terminate this Framework Agreement.

The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 17.9.

1. CHANGE

Variation Procedure

* + 1. Subject to the provisions of this Clause 18 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Authority may at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a **"Variation**".
    2. The Authority may request a Variation by completing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.
    3. The Supplier shall respond to the Authority’s request pursuant to Clause 18.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.
    4. In the event that:
       1. the Supplier is unable to agree to or provide the Variation; the Authority may:
          1. agree to continue to perform its obligations under this Framework Agreement without the Variation; or
          2. terminate this Framework Agreement with immediate effect.

Legislative Change

* + 1. The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the Framework Prices as the result of:
       1. a General Change in Law; or
       2. a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.
    2. If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 18.2.1(b)), the Supplier shall:
       1. notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Services, the Framework Prices or this Framework Agreement; and
       2. provide the Authority with evidence:
          1. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
          2. as to how the Specific Change in Law has affected the cost of providing the Services; and
          3. demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) , has been taken into account in amending the Framework Prices.
    3. Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 18.2.1(b) shall be implemented in accordance with Clause 18.1(Variation Procedure).

1. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS
2. MANAGEMENT CHARGE

In consideration of the establishment and award of this Framework Agreement and the management and administration by the Authority of the same, the Supplier agrees to pay to the Authority the Management Charge in accordance with this Clause 19.

The Authority shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 9 (Management Information), and adjusted:

* + 1. in accordance with paragraph 9.4 of Framework Schedule 9 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information; and
    2. in accordance with paragraph 10 of Framework Schedule 9 (Management Information)to take into account of any underpayment or overpayment as a result of the application of the Default Management Charge.

Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as the Authority may from time to time reasonably require)) the amount stated in any invoice submitted under Clause 19.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by the Authority to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.

The Management Charge shall apply to the full Charges as specified in each and every Call Off Contract and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any Service Credits (as defined in Annex 2 of Framework Schedule 4 (Template Order Form and Template Call Off terms) and/or any other deductions made under any Call Off Contract.

The Supplier shall not pass through or recharge to, or otherwise recover from any Contracting Authority the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.

Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

1. PROMOTING TAX COMPLIANCE

If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

* + 1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
    2. promptly provide to the Authority:
       1. details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
       2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonable require.

In the event that the Supplier fails to comply with this Clause 20 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for material Default.

1. BENCHMARKING

The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Services.

1. not used

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1. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS
2. NOT USED
3. SUPPLY CHAIN RIGHTS AND PROTECTION

Appointment of Key Sub-Contractors

* + 1. The Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
    2. Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Contracting Authority with whom it has entered into a Call Off Contract and shall at the time of requesting such consent, provide the Authority with the information detailed in Clause 24.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority and/or the Contracting Authority may reasonably withhold their consent to the appointment of a Key Sub-Contractor if either of them considers that:
       1. the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
       2. the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
       3. the proposed Key Sub-Contractor employs unfit persons.
    3. The Supplier shall provide the Authority and the Contracting Authority with whom the Supplier has entered into a Call Off Contract with the following information in respect of the proposed Key Sub-Contractor:
       1. the proposed Key Sub-Contractor’s name, registered office and company registration number;
       2. the scope/description of any Services to be provided by the proposed Key Sub-Contractor;
       3. where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Key Sub-Contract has been agreed on "arm’s-length" terms;
       4. Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
    4. If requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Contract, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 24.1.3, the Supplier shall also provide:
       1. a copy of the proposed Key Sub-Contract; and
       2. any further information reasonably requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Contract.
    5. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
       1. provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
       2. a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
       3. a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
       4. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority;
       5. obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
          1. the data protection requirements set out in Clause 26.5 (Protection of Personal Data);
          2. the FOIA requirements set out in Clause 26.4 (Freedom of Information);
          3. the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 27 (Publicity and Branding);
          4. the keeping of records in respect of the services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
          5. the conduct of audits set out in Clause 17 (Records, Audit Access and Open Book Data);
          6. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 32 (Authority Termination Rights) and 34 (Consequences of Expiry or Termination) of this Framework Agreement;
       6. a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority;
       7. a provision, where a provision in Framework Schedule 15 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Authority, Former Supplier or the Replacement Supplier as the case may be.

Supply Chain Protection

* + 1. The Supplier shall ensure that all Sub-Contracts contain a provision:
       1. requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
       2. a right for the Authority and any Contracting Authority with whom the Supplier has entered a Call Off Contract to publish the Supplier’s compliance with its obligation to pay undisputed invoices within the specified payment period.
    2. The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;
    3. Notwithstanding any provision of Clauses  26.2 (Confidentiality) and 27 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor’s invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).
  1. Cyber Essentials Scheme Certification
     1. The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the Supplier under this Framework Agreement in respect of the Cyber Essentials Scheme under Clause 8.3.

Termination of Sub-Contracts

* + 1. The Authority may require the Supplier to terminate:
       1. a Sub-Contract where:
          1. the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 32 (Authority Termination Rights) except Clause 32.7 (Termination Without Cause); and/or
          2. the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor’s obligations in relation to the Services or otherwise; and/or
       2. a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-contractor, unless:
          1. the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
          2. the Authority has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.
    2. Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 24.4.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Services.

Competitive Terms

* + 1. If the Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may:
       1. require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
       2. subject to Clause 4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
    2. If the Authority exercises either option pursuant to Clause 5, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 18.1 (Variation Procedure).
    3. The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:
       1. the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
       2. any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

* + 1. Notwithstandng the Supplier's right to sub-contract pursuant to this Clause 24, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

1. INTELLECTUAL PROPERTY AND INFORMATION
2. INTELLECTUAL PROPERTY RIGHTS

Allocation of title to IPR

* + 1. Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
    2. Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 25.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
    3. Subject to Clauses 25.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
    4. Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority’s logo exclusively in connection with the provision of the Services during the Framework Period and for no other purpose.

IPR Indemnity

* + 1. The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
    2. The Supplier shall at during and after the Framework Period, on written demand indemnify the Authority against all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
    3. If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
       1. procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
       2. replace or modify the relevant item with non-infringing substitutes provided that:
          1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
          2. the replaced or modified item does not have an adverse effect on any other Services;
          3. there is no additional cost to the Authority; and
          4. the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.
    4. If the Supplier elects to procure a licence in accordance with Clause 25.2.3(a) or to modify or replace an item pursuant to Clause 25.2.3(b), but this has not avoided or resolved the IPR Claim, then:
       1. the Authority may terminate this Framework Agreement by written notice with immediate effect; and
       2. without prejudice to the indemnity set out in Clause 25.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

1. PROVISION AND PROTECTION OF INFORMATION

Provision of Management Information

* + 1. The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).
    2. The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
       1. use and to share with any Other Contracting Authority and Relevant Person; and/or
       2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

* + 1. The Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.
    2. The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 26.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

Confidentiality

* + 1. For the purposes of this Clause 26.2, the term **“Disclosing Party”** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **“Recipient”** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
    2. Except to the extent set out in this Clause 26.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:
       1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
       2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
       3. not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
       4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
    3. The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
       1. the Recipient is required to disclose the Confidential Information by Law, provided that Clause 26.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
       2. the need for such disclosure arises out of or in connection with:
          1. any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
          2. the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or
          3. the conduct of a Central Government Authority review in respect of this Framework Agreement; or
       3. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
    4. If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
    5. Subject to Clauses 26.2.2 and 26.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:
       1. Supplier Personnel who are directly involved in the provision of theServices and need to know the Confidential Information to enable the performance of the Supplier’s obligations under this Framework Agreement; and
       2. its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
    6. Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 26.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.
    7. The Authority may disclose the Confidential Information of the Supplier:
       1. to any Central Government Authority or Other Contracting Authority on the basis that the information may only be further disclosed to Central Government Authorities or Other Contracting Authorities;
       2. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
       3. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
       4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 26.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
       5. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
       6. to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

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 Authority under this clause 26.2.7.

* + 1. For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 26.2.7 shall include information relating to Call Off Contracts, including service levels, pricing information (which includes information on prices tendered in a Call Off Award Procedure, even where such a Call Off Award Procedure does not result in the award of a Call Off Contract) and the terms of any Call Off Contract may be shared with any Central Government Authority or Other Contracting Authority from time to time.
    2. Nothing in this Clause 26.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of Intellectual Property Rights.
    3. The Supplier acknowledges that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative. Such details will not be redacted. By executing this Framework Agreement, the Supplier confirms that it has ensured that the Supplier Representative has given their consent to the publication of their name and contact details or otherwise taken steps to ensure that publication will not breach the Data Protection Act 1998. The name and contact details of any subsequent Supplier Representative details will also be published and in every such case the Supplier will ensure that consent is obtained or otherwise takes steps to ensure that publication of those details will not amount to a breach of the Data Protection Act 1998
    4. In the event that the Supplier fails to comply with Clauses 26.2.2 to 26.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

Transparency

* + 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
    2. Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
    3. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

Freedom of Information

* + 1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
       1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
       2. transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
       3. provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier’s possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
       4. not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
    2. The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State’s Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

Protection of Personal Data

* + 1. Where any Personal Data are Processed in connection with the exercise of the Parties’ rights and obligations under this Framework Agreement, the Parties acknowledge that the Authority is the Data Controller and that the Supplier is the Data Processor.
    2. The Supplier shall:
       1. Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Framework Agreement;
       2. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
       3. not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
       4. take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
          1. are aware of and comply with the Supplier’s duties under this Clause 26.5.2 and Clause 26.2 (Confidentiality);
          2. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement; and
          3. have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
       5. notify the Authority within five (5) Working Days if it receives:
          1. from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
          2. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
          3. a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
       6. provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at Clause 26.5.2(e), including by promptly providing:
          1. the Authority with full details and copies of the complaint, communication or request;
          2. where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
          3. the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
       7. if requested by the Authority, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 26.5.2  and provide to the Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
    3. The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”). If, after the Framework Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:
       1. the Supplier shall propose a variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with Clause 18.1 (Variation Procedure) and Clauses 26.5.3(b) to 26.5.3(d);
       2. the Supplier shall set out in its proposal to the Authority for a Variation, details of the following:
          1. the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
          2. the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
          3. any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
          4. how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority’s compliance with the DPA;
       3. in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Authority, Central Government Authorities and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
       4. the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
          1. incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and
          2. procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:

a direct data processing agreement with the Authority on such terms as may be required by the Authority; or

a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Supplier relating to the relevant Personal Data transfer,

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data.

* + 1. The Supplier shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause the Authority to breach any of the Authority’s obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

1. PUBLICITY AND BRANDING

Subject to Clause 28 (Marketing), the Supplier shall not:

* + 1. make any press announcements or publicise this Framework Agreement in any way; or
    2. use the Authority's name or brand in any promotion or marketing or announcement of Orders,

without Approval (the decision of the Authority to Approve or not shall not be unreasonably withheld or delayed).

Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

1. MARKETING

The Supplier shall undertake marketing of this Framework Agreement and the Services on behalf of the Authority to Other Contracting Authorities in accordance with the provisions of Framework Schedule 11 (Marketing).

The Supplier shall obtain the Authority's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Authority within one (1) Month of receipt of such notice, the Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

1. LIABILITY AND INSURANCE
2. LIABILITY

Neither Party excludes or limits its liability for:

* + 1. death or personal injury caused by its negligence, or that of its employees agents or Sub-Contractor (as applicable);
    2. bribery or Fraud by it or its employees; or
    3. any liability to the extent it cannot be excluded or limited by Law.

The Supplier does not exclude or limit its liability in respect of the indemnity of Clause 25.2 (IPR Indemnity) in each case whether before or after the making of a demand pursuant to the indemnity therein.

Subject to Clauses 29.1 and 29.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Default or Authority Cause (as the case may be) shall in no event exceed:

* + 1. in relation to any Default or Authority Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, the higher of fifty thousand pounds (£50,000) and a sum equal to one hundred and twenty five percent (125%) of the Estimated Year 1 Management Charge;
    2. in relation to any Default or Authority Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the higher of the sum of fifty thousand pounds (£50,000) in each such Contract Year and a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the previous Contract Year; and
    3. in relation to any Default or Authority Cause (as the case may be) occurring in each Contract Year that commences after the end of the Framework Period, the higher of fifty thousand pounds (£100,000) in each such Contract Year and a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the last Contract Year commencing during the Framework Period.

Subject to Clause 29.1, neither Party shall be liable to the other Party for any:

* + 1. indirect, special or consequential Loss;
    2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

Subject to Clause 29.3, and notwithstanding Clause 29.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

* + 1. any Management Charge or Default Management Charge which are due and payable to the Authority;
    2. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
    3. any wasted expenditure or charges;
    4. the additional cost of procuring Replacement Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;
    5. any compensation or interest paid to a third party by the Authority;
    6. any fine, penalty or costs incurred by the Authority pursuant to Law.

Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.

Any Default Management Charge shall not be taken into consideration when calculating the Supplier’s liability under Clause 29.3.

For the avoidance of doubt, the Parties acknowledge and agree that this Clause 29 shall not limit the Supplier’s liability to a Contracting Authority under any Call Off Contract and the Supplier’s liability under a Call Off Contract shall be as provided for in that Call Off Contract only.

1. INSURANCE

The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).

The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Contracts.

1. REMEDIES
2. AUTHORITY REMEDIES

Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 32.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

* + 1. The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
    2. The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.
    3. The Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
    4. In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
       1. fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
       2. fails to implement an Improvement Plan Approved by the Authority;

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement.

1. TERMINATION AND SUSPENSION
2. AUTHORITY TERMINATION RIGHTS

Termination in Relation To Guarantee

* + 1. Where the Supplier has procured a Framework Guarantee pursuant to Clause 8.1 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:
       1. the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;
       2. the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
       3. an Insolvency Event occurs in respect of the Framework Guarantor;
       4. the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever

and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority; or

* + - 1. the Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Authority.
    1. Where the Supplier is required to procure a Call Off Guarantee pursuant to Clause 0 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:
       1. the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
       2. the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
       3. an Insolvency Event occurs in respect of the Call Off Guarantor;
       4. the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority.

* + - 1. The Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Contracting Authority

Termination on Material Default

* + 1. The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:
       1. the Supplier fails to accept a Call Off Contract pursuant to paragraph 2.2.2 of Framework Schedule 5 (Call Off Procedure);
       2. a Contracting Authority terminates a Call Off Contract for the Supplier’s breach of that Call Off Contract;
       3. an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
       4. the Authority conducts an assessment pursuant to Clause 13.2 and concludes that the Supplier has not demonstrated that it meets the Minimum Standards or Reliability;
       5. the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
       6. in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) months;
       7. the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
          1. Clause 8.3 (Cyber Essentials Scheme Condition)
          2. Clause 18.1.7 (Variation Procedure);
          3. Clause 26.2.10 (Confidentiality);
          4. Clause 39.6,.2 (Prevention of Fraud and Bribery);
          5. Clause 35.1.2 (Compliance)
          6. Clause  40.3 (Conflicts of Interest);
          7. paragraph 6.1 of Framework Schedule 9 (Management Information); and/or
          8. anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
       8. the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
          1. Clause 7 (Representations and Warranties) except Clause 7.2.6;
          2. Clause 10 (Framework Agreement Performance);
          3. Clause 13 (Minimum Standards of Reliability);
          4. Clause 17 (Records, Audit Access and Open Book Data);
          5. Clause 19 (Management Charge);
          6. Clause 20 (Promoting Tax Compliance);
          7. NOT USED
          8. Clause 24 (Supply Chain Rights and Protection);
          9. Clause 26.1 (Provision of Management Information);
          10. Clause 26.4 (Freedom of Information);
          11. Clause 26.5 (Protection of Personal Data); and/or
          12. paragraph 1.2 of Part B of Framework Schedule 2 (Services and Key Performance Indicators);
       9. the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
       10. the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
       11. the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

Termination in Relation to Financial Standing

* + 1. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
       1. adversely impacts on the Supplier's ability to supply the Services under this Framework Agreement; or
       2. could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Framework Agreement;

Termination on Insolvency

* + 1. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

* + 1. The Supplier shall notify the Authority immediately the Supplier undergoes or is intending to undergo a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of any circumstances suggesting that a Change of Control is in contemplation, planned or has occurred. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:
       1. being notified in writing that a Change of Control is in contemplation, planned or has occurred; or
       2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is in contemplation, planned or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

* 1. Termination for breach of Regulations
     1. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

Termination Without Cause

* + 1. The Authority shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

Partial Termination

* + 1. Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 32.8 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority’s reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.
    2. The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 18.1 (Variation Procedure) including the effect that the partial termination may have on the on the provision of any other Services and the Framework Prices provided that:
       1. the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer’s termination rights under Clause 32 (Authority Termination Rights) with the exception of Clause 32.7 (Termination Without Cause); and
       2. the Supplier shall not be entitled to reject the variation.

1. SUSPENSION OF SUPPLIER'S APPOINTMENT

If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 32 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Contract during the period specified in the Authority’s notice.

Any suspension under Clause 33.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Contracts concluded prior to the suspension notice.

If the Authority provides notice to the Supplier in accordance with this Clause 33.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

For the avoidance of doubt, no period of suspension under this Clause 33 shall result in an extension of the Framework Period.

1. CONSEQUENCES OF EXPIRY OR TERMINATION

Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 34.

Termination or expiry of this Framework Agreement shall not cause any Call Off Contracts to terminate automatically. For the avoidance of doubt, all Call Off Contracts shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off Contract and the Supplier shall continue to pay any Management Charge due to the Authority in relation to such Call Off Contracts, notwithstanding the termination or expiry of this Framework Agreement.

If the Authority terminates this Framework Agreement under Clause  32.2 (Termination on Material Default) and then makes other arrangements for the supply of the Services to Contracting Authorities, the Supplier shall indemnify the Authority in full upon demand for the cost of procuring, implementing and operating any alternative or replacement Services to the Services, no further payments shall be payable by the Authority until the Authority has established and recovered from the Supplier the full amount of such cost.

Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all of the Authority’s Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).

Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:

* + 1. Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 8.3 Cyber Essentials Scheme Condition), 10 (Framework Agreement Performance), 17 (Records, Audit Access and Open Book Data), 19 (Management Charge) , , 25 (Intellectual Property Rights), 26.1 (Provision of Management Information), 26.2 (Confidentiality), 26.3 (Transparency), 26.4 (Freedom of Information), 26.5 (Protection of Personal Data), 29 (Liability), 30 (Insurance), 34 (Consequences of Expiry or Termination), 35 (Compliance), 37 (Waiver and Cumulative Remedies), 39 (Prevention of Fraud and Bribery), 41 (Severance), 43 (Entire Agreement), 44 (Third Party Rights), 45 (Notices), 46 (Complaints Handling), 47 (Dispute Resolution) and 48 (Governing Law and Jurisdiction); and
    2. Framework Schedules  2 (Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework, Service and Security Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking) ,13 (Guarantee), 14 (Insurance Requirements) ,, 17 (Commercially Sensitive Information) and 20 (Tender).

1. MISCELLANEOUS AND GOVERNING LAW
2. COMPLIANCE

Compliance with Law

* + 1. The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
    2. In the event that the Supplier or the Supplier Personnel fails to comply with Clause 35.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

Equality and Diversity

* + 1. The Supplier shall:
       1. perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:
          1. all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
          2. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
       2. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

* + 1. The Supplier shall comply with the provisions of:
       1. the Official Secrets Acts 1911 to 1989; and
       2. section 182 of the Finance Act 1989.

1. ASSIGNMENT AND NOVATION

The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.

The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:

* + 1. any Other Contracting Authority; or
    2. any Central Government Authority or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
    3. any private sector body which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority’s request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 36.2.

A change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 36.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Authority or if a body which is not a Contracting Authority succeeds the Authority (both “**Transferee**” in the rest of this Clause) the right of termination of the Authority in Clause 32.4 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 32.4 (Termination on Insolvency)) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

1. WAIVER AND CUMULATIVE REMEDIES

The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 45 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

1. RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

1. PREVENTION OF FRAUD AND BRIBERY

The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:

* + 1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
    2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

The Supplier shall not during the Framework Period:

* + 1. commit a Prohibited Act; and/or
    2. do or suffer anything to be done which would cause the Authority or any of the Authority’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

The Supplier shall during the Framework Period:

* + 1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act
    2. keep appropriate records of its compliance with its obligations under Clause 17 and make such records available to the Authority on request;
    3. if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 39.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
    4. have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 39.1, or has reason to believe that it has or any of the Supplier Personnel has:

* + 1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
    2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
    3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.

If the Supplier makes a notification to the Authority pursuant to Clause 39.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 17 (Records, Audit Access and Open Book Data).

If the Supplier breaches Clause 39.1, the Authority may by notice:

* + 1. require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier’s breach; or
    2. immediately terminate this Framework Agreement for material Default.

Any notice served by the Authority under Clause 39.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

1. CONFLICTS OF INTEREST

The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority and Other Contracting Authorities under the provisions of this Framework Agreement or any Call Off Contract.

The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Authority if such conflict referred to in Clause 40.1 arises or may reasonably been foreseen as arising.

The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Contract. The action of the Authority pursuant to this Clause 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

1. SEVERANCE

If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.

In the event that any deemed deletion under Clause 41.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 41.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 41.

1. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

1. ENTIRE AGREEMENT

This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

Nothing in this Clause 43 shall exclude any liability in respect of misrepresentations made fraudulently.

1. THIRD PARTY RIGHTS

The provisions of:

* + 1. Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties) , 8 (Guarantee),15 (Call Off Performance Under Framework Agreement Performance), 17 (Records, Audit Access and Open Book Data), , 26.5 (Protection of Personal Data), 30 (Insurance), 35.2 (Equality and Diversity) and 44 (Third Party Rights); and
    2. Framework Schedules 3 (Framework Prices and Charging Structure ), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 20 (Tender),

(together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

Subject to Clause 44.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Authority may determine.

Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 44.1  may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

The Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

1. NOTICES

Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 45, an e-mail is accepted as being "in writing".

Subject to Clause 45.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

|  |  |  |
| --- | --- | --- |
| Manner of Delivery | Deemed time of delivery | Proof of Service |
| Email (Subject to Clause 45.3) | 9.00am on the first Working Day after sending | Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day | Properly addressed and delivered as evidenced by signature of a delivery receipt |
| Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm) | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt |

The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 45.2:

* + 1. any Termination Notice under Clause 32 (Authority Termination Rights), including in respect of partial termination;
    2. any notice in respect of:
       1. Suspension of Supplier’s appointment (Clause 33)
       2. Waiver (Clause 37);
       3. Default or Authority Cause; and
    3. any Dispute Notice.

Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 45.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 45.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

This Clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 18 (Dispute Resolution Procedure).

For the purposes of this Clause 45, the address of each Party shall be:

* + 1. For the Authority:

**Crown Commercial Service**  
9th Floor  
The Capital  
Old Hall Street  
Liverpool  
L3 9PP

For the attention of: Category Manager – FM Assurance Services

* + 1. For the Supplier:

[insert name of supplier]

Address: [insert address of supplier]

For the attention of: [insert supplier contact name]

[Guidance Note: CCS and Supplier to provide respective contact details]

Either Party may change its address for service by serving a notice in accordance with this Clause 45.

This Clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure)

1. COMPLAINTS HANDLING

Either Party shall notify the other Party of any Complaints made by Other Contracting Authorities, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Contract), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution.

1. DISPUTE RESOLUTION

The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure.

The Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

1. GOVERNING LAW AND JURISDICTION

This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

Subject to Clause 47 (Dispute Resolution) and Framework Schedule 18 (Dispute Resolution Procedure) (including the Authority’s right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

**IN WITNESS** of which this Framework Agreement has been duly executed by the Parties.

Signed duly authorised for and on behalf of the SUPPLIER

Signature: ……………………………………………….

Name: ……………………………………………….

Position: ……………………………………………….

Date ……………………………………………….

[Guidance Note: this document should be signed by the same supplier entity that submitted the ITT.]

Signed for and on behalf of the AUTHORITY

Signature: ……………………………………………….

Name: ……………………………………………….

Position: ……………………………………………….

Date ……………………………………………….

FRAMEWORK SCHEDULE 1: DEFINITIONS

In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its recitals the following expressions shall have the following meanings:

|  |  |
| --- | --- |
|  |  |
|  |  |
| “Accreditor” | 1. means the Crown Commercial Services personnel responsible for the provision of government security accreditation for the CAFM system |
| "Admin Fees" | 1. means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: [http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees](http://gps.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees); |
| “Affected Property” | 1. means the specific property (which can include various buildings within such property) in which the required Services will be delivered; |
| "Affiliates" | 1. means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Approval" | 1. means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly; |
| “Asset(s)” | 1. means the objects which are part of, or are within the Affected Property to which the FM Services will be applied by the FM Supplier; |
| "Audit" | 1. means an audit carried out pursuant to Clause 17 (Records, Audit Access and Open Book Data); |
| "Audit Report" | 1. means a report summarising the testing completed and the actions arising following an Audit; |
| "Auditor" | 1. means the Authority, and/or Other Contracting Authority who is a party to a Call Off Contract, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them; |
| "Authority" | 1. means **THE MINISTER FOR THE CABINET OFFICE (“Cabinet Office”)** as represented by the Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP; |
| “Authority Cause” | 1. means any breach of the obligations of the Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Authority is liable to the Supplier; |
| "Authority Personal Data" | 1. means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier; |
| "Authority Representative" | 1. means the representative appointed by the Authority from time to time in relation to this Framework Agreement; |
| "Authority's Confidential Information" | 1. means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Contracting Authorities, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential; |
| “Billable Works” | 1. means New Works that are not included in the FM Services Supplier Lump Sum Price and become billable due to falling into exemption or exceeding the Comprehensive Liability Threshold; |
| “Billable Work Orders” | 1. Work Orders for New Works that are not included in the FM Services Supplier Lump Sum Price that become billable due to falling into exemption or exceeding the Comprehensive Liability Threshold; |
| "Branding Guidance" | 1. means the Authority's guidance in relation to the use of branding available at http://gcloud.civilservice.gov.uk/files/2012/10/supplier-guides-April-2012.pdf |
| “Building User” | 1. means any person using the Affected Property, but not limited to employees or visitors |
| “Building Information Modelling” | 1. means the government and construction industry joint initiative, for the designing, creating and maintaining of Assets, via BIM processes and technology; |
|  |  |
| “Business Continuity and Disaster Recovery (BCDR) Plan” | 1. means the plan which sets out the required Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the required Services; |
| “Business Critical” | 1. means any Asset, system or function where its failure would result in the failure of business operations to a Contracting Authority; |
|  |  |
| “Business Unit” | 1. means a logical element or segment of a Contracting Authority’s organisation representing a specific business function |
| “Business Impact Level” or “BIL” | means a set of numbers used to guide discussions about risk in government projects. Specifically they are numbers between 0 and 6 for each of the 3 main concepts mentioned below and measure:  confidentiality - the potential consequences of information being seen by those who should not see it  integrity - the potential consequences of having the accuracy or completeness of information compromised  availability - the potential consequences of information becoming inaccessible   1. More details about identifying these numbers can be found in this [extract from HMG IA Standard No. 1](https://www.cesg.gov.uk/publications/Documents/business_impact_tables.pdf) |
| ”Computer Aided Facilities Management or CAFM” | 1. means the support of Facilities Management by information technology |
| "Call Off Contract" | 1. means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure); |
| “Call Off Award Procedure” | 1. means the process for awarding a Call Off Contract pursuant to clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure). |
| “Call Off Commencement Date” | 1. means the date that the Call Off Contract starts, this can be different from the date of the award of Call Off Contract; |
| "Call Off Guarantee" | 1. means a deed of guarantee in favour of a Contracting Authority in the form set out in Framework Schedule 13 (Guarantee) and granted pursuant to Clause 3 of the Template Call Off terms;] |
| "Call Off Guarantor" | 1. means the person acceptable to a Contracting Authority to give a Call Off Guarantee;] |
| “Call Off Period” | 1. means the period from the Call Off Commencement Date until the expiry or earlier termination of the Call Off Contract; |
| "Call Off Procedure" | 1. means the process for awarding a Call Off Contract pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure); |
| "CEDR" | 1. means the Centre for Effective Dispute Resolution; |
|  |  |
| "Central Government Authority" | 1. 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:    1. Government Department;    2. Non-Departmental Public Authority or Assembly Sponsored Public Authority (advisory, executive, or tribunal);    3. Non-Ministerial Department; or    4. Executive Agency; |
| "Change in Law" | 1. means any change in Law which impacts on the supply of the Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date; |
| "Change of Control" | 1. means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | 1. means the charges raised under or in connection with a Call Off Contract from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure; |
| "Charging Structure" | 1. means the structure to be used in the establishment of the charging model which is applicable to each Call Off Contract, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure); |
| “Cluster or Clustering” | 1. means a “Clustering” model whereby Government Departments will come together acting as one “customer body” or similar to one body, sharing services and realising efficiencies, through economies of scale. For each service line, it is likely that there will be one body acting as the cluster “lead”. |
| “Cluster Shared Services” | 1. means a Government policy whereby Government Departments have been organised into clusters for purchase, delivery and management of common services (such as Estates Professional Services or FM Services); |
|  |  |
| "Commercially Sensitive Information" | 1. means the Supplier’s Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information:    1. relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and    2. that constitutes a trade secret; |
|  |  |
| "Comparable Supply" | 1. means the supply of Services to another customer of the Supplier that are the same or similar to the Services; |
| “Components Register” | 1. means the list of hardware and software for the creation of a replacement system as detailed in Schedule 2 (Services and Key Performance Indicators) paragraph 4.9.10.9; |
| “Comprehensive Liability Threshold” | means the financial threshold under which the costs of individual Reactive Maintenance Works are included in the Lump Sum Price of Services provided under the FM Services framework RM1056 |
| "Complaint" | 1. means any formal written complaint raised by a Contracting Authority in relation to the performance of this Framework Agreement or any Call Off Contract in accordance with Clause 46 (Complaints Handling); |
| “Condition Survey” | 1. means a periodic lease-driven survey and/or formal periodic survey; |
| "Confidential Information" | 1. means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires; |
| "Continuous Improvement" | 1. means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking); |
| “Continuous Improvement Plan” | 1. means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking; |
| "Contract Year" | 1. means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof; |
| "Contracting Authorities" | 1. means authorities listed in paragraph VI.3 of the OJEU Notice and “**Contracting Authority**” shall be construed accordingly;   [Guidance Note: CCS to confirm prior to publication] |
| “Contracting Authority Representative(s)” | 1. means the individual(s) nominated by the Contracting Authority to liaise with the Supplier; |
| "Control" | 1. means control in either of the senses defined in sections  450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| “Core Service Failure” | 1. means any Service failure within the Contracting Authority’s core working hours. |
| “Core Working Hours” | 1. means the standard hours of business at each Affected Property as defined by the Contracting Body at Further Competition; |
| "CPI" | 1. means the **Consumer Prices Index** as published by the Office of National Statistics (<http://www.statistics.gov.uk/instantfigures.asp)>; |
| "Costs" | 1. means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:    1. the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:       1. base salary paid to the Supplier Personnel;       2. employer’s national insurance contributions;       3. pension contributions;       4. car allowances;       5. any other contractual employment benefits;       6. staff training;       7. work place accommodation;       8. work place IT equipment and tools reasonably necessary to provide  the Services (but not including items included within limb (b) below); and       9. reasonable recruitment costs, as agreed with the Contracting Authorities under any Call Off Contracts;    2. costs incurred in respect of those Supplier Assets which are detailed on the Registers (“Supplier Assets” and “Register” shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authorities or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;    3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;   are not being used in Call Off Schedule 3]   1. but excluding:    * 1. Overhead;      2. financing or similar costs;      3. maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Contracts whether in relation to Supplier Assets or otherwise;      4. taxation;      5. fines and penalties;      6. amounts payable under the benchmarking provisions of Framework Schedule 12  (Continuous Improvement and Benchmarking); and      7. non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| “Critical Assets” | 1. means those Assets which if not functioning or available would disrupt the reliability and operability of the government property; |
| “Critical Spaces” | 1. means those Spaces which if not functioning or available would disrupt the reliability and operability of the government property; |
|  |  |
| "Crown Body" | 1. means any department, office or executive agency of the Crown; |
| "CRTPA" | 1. means the Contracts (Rights of Third Parties) Act 1999; |
| “Customer Satisfaction Surveys” | 1. means the requirement as detailed in Schedule 2 (Services and Key Performance Indicators) paragraph 10.2.2.1; |
| “Cyber Essentials Scheme Certificate” | 1. means one of the two levels of certification which are available under the Cyber Essentials Scheme and **Cyber Essentials Scheme Certification** will be interpreted accordingly; |
| “Cyber Essentials” | 1. means the certification awarded on the basis of self assessment under the Cyber Essentials Scheme and is the basic level of assurance; |
| “Cyber Essentials Data” | * 1. means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; |
| “Cyber Essentials Plus” | * 1. means the higher lever of certification awarded under the Cyber Essentials Scheme obtained through the external testing of the organisation’s cyber security approach; |
| “Cyber Essentials Scheme” | 1. means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: 2. https://www.gov.uk/government/publications/cyber-essentials-scheme-overview]; |
| "Data Controller" | 1. has the meaning given to it in the Data Protection Act 1998, as amended from time to time; |
| "Data Processor" | 1. has the meaning given to it in the Data Protection Act 1998, as amended from time to time; |
| "Data Protection Legislation" | 1. means the Data Protection Act 1998 , as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| "Data Subject" | 1. has the meaning given to it in the Data Protection Act 1998, as amended from time to time; |
| "Data Subject Access Request" | 1. means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data; |
| "Default" | 1. means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority; |
| "Default Management Charge" | 1. has the meaning given to it in paragraph **Error! Reference source not found.** of Framework Schedule 9 (Management Information); |
| "Call Off Award Criteria" | 1. means the award criteria to be applied for the Call Off Award of Call Off Contracts for Services set out in Part A of Framework Schedule 6 (Award Criteria); |
| “Disaster” | 1. means a serious disruption in the smooth operational running of one or more buildings within the Customer estate; |
| "Dispute" | 1. means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 16.1(Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure; |
| "Dispute Notice" | 1. means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute; |
| "Dispute Resolution Procedure" | 1. means the dispute resolution procedure set out in Framework Schedule 18 (Dispute Resolution); |
| "DOTAS" | 1. means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992; |
| "DPA" | 1. means the Data Protection Act 1998 as amended from time to time; |
| “Due Diligence Information” | 1. means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement Date; |
| “Enterprise Resource Planning or ERP” | means a process by which an entity manages and integrates the important parts of its business. An ERP management information system integrates areas such as planning, facilities management, finance and human resources; |
| "Environmental Information Regulations or EIRs" | 1. means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations; |
| "Equivalent Services" | 1. means Services which the Supplier can supply which are the same or similar to the Services; |
| "Estimated Year 1 Management Charge" | 1. means the sum of pounds estimated by the Authority to be payable to it by the Supplier as the total aggregate Management Charge from the Framework Commencement Date until the end of the first Contract Year; |
| “Extension Framework Period” | * + 1. means such period or periods up to a maximum of two years in total as may be specified by the Authority pursuant to Clause 9.2 (Framework Period); |
| “FM Supplier” | 1. means a Third Party Supplier providing Facilities Management Services to the Contracting Authority’s estate. |
| “Facilities Management Services” | 1. means the Services Delivered by Facilities management suppliers; |
| "FOIA" | 1. means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| “Forward Maintenance Register” | 1. means a schedule of equipment showing its life expectancy, repair and replacement costs based on location, environmental conditions, level of maintenance and operational hours to inform a phased replacement programme. It is sometimes known as a PPM survey and is a Register identifying short, medium and long term maintenance requirements and renewal works activities over the course of the maintenance contract, including any hand back obligations where necessary; |
| "Framework" | 1. means the framework arrangements established by the Authority for the provision of the Services to Contracting Authorities by suppliers (including the Supplier) pursuant to the OJEU Notice; |
| "Framework Agreement" | 1. means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same; |
| "Framework Commencement Date" | 1. means [insert date dd/mm/yyyy]; |
| "Framework Guarantee" | 1. means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8(Guarantee);] |
| "Framework Guarantor" | 1. means any person acceptable to the Authority to give a Framework Guarantee;] |
| "Framework Period" | 1. means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement; |
| "Framework Price(s)" | 1. means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure); |
| "Framework Schedules" | 1. means the schedules to this Framework Agreement; |
| "Framework Suppliers" | 1. means thesuppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework; |
| "Fraud" | 1. means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts offorgery; |
| "General Anti-Abuse Rule" | 1. means (a) the legislation in Part 5 of the Finance Act 2013; and (b) and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions; |
| "General Change in Law" | 1. means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| "Good Industry Practice" | 1. means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| "Goods" | 1. means the goods described in Framework Schedule 2 (Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authorities; |
| "Government" | 1. means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other authorities, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| “Government Soft Landings” | 1. means a Government Policy which will be used to reduce cost and improve performance of asset delivery and operation. |
| “HMG Infosec Standards” | 1. means a set of security standards applied to government computer systems in the UK; |
| "Halifax Abuse Principle" | 1. means the principle explained in the CJEU Case C-255/02 Halifax and others; |
| “Helpdesk” | 1. means a [service](http://dictionary.cambridge.org/dictionary/british/service) that [provides](http://dictionary.cambridge.org/dictionary/british/provide) [information](http://dictionary.cambridge.org/dictionary/british/information) and [help](http://dictionary.cambridge.org/dictionary/british/help) to Service Users |
| "Holding Company" | 1. has the meaning given to it in section 1159 of the Companies Act 2006; |
| "Improvement Plan" | 1. means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Services pursuant to Clause 31.1.1 (Authority Remedies); |
| "Improvement Notice" | 1. means the notice issued by the Authority to the Supplier pursuant to Clause 31.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Services; |
| "Information" | 1. has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time; |
| "Insolvency Event" | 1. means, in respect of the Supplier or Framework Guarantor (as applicable):    1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or    2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or    3. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or    4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or    5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or    6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or    7. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or    8. where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or    9. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction; |
| "Intellectual Property Rights" or "IPR" | 1. means:    1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;    2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and    3. all other rights having equivalent or similar effect in any country or jurisdiction; |
| "Invitation to Tender" or “ITT” | 1. has the meaning given to it in the recitals to this Framework Agreement; |
| “Key Performance Indicators (KPIs)” or “KPIs” | 1. means the performance measurements and targets to be agreed in the Call-off Agreements which are used by the Performance Mechanism to calculate the performance deductions; |
| "Key Sub-Contract" | 1. means each Sub-Contract with a Key Sub-Contractor; |
| "Key Sub-Contractors" | 1. means any Sub-Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; |
| "IPR Claim" | 1. means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Framework Agreement; |
| "Key Performance Indicators" or "KPIs" | 1. means the performance measurements and targets set out in Part B of Framework Schedule 1 (Services and Key Performance Indicators); |
| "Know-How" | 1. means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Framework Commencement Date; |
| "KPI Target" | 1. means the acceptable performance level for a KPI as set out in relation to each KPI; |
| "Law" | 1. means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply; |
| "Legacy Services" | 1. means Services similar to the New Services and/or Services which interface with or are intended to interface with or be replaced by the New Services; |
| "Losses" | 1. means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation on otherwise and **“Loss”** shall be interpreted accordingly; |
| “Lump Sum Price” | 1. means the cost of the FM Services over the duration of the Call Off Contract including efficiency savings and Mobilisation. |
| "Management Charge" | 1. means the sum payable by the Supplier to the Authority being an amount equal to 0.5% of all Charges for the Services invoiced to the Contracting Authorities by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered pursuant to this Framework Agreement; |
| “Maintenance Standard” | 1. as defined in Framework Agreement Schedule 2 - Part A - Annex D; |
| "Management Information" or “MI” | 1. means the management information specified in Framework Schedule 9 (Management Information); |
| "MI Default" | 1. has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information); |
| "MI Failure" | 1. means when an MI report:    1. contains any material errors or material omissions or a missing mandatory field; or    2. is submitted using an incorrect MI reporting Template; or    3. is not submitted by the reporting date(including where a Nil Return should have been filed); |
| “Middleware” | 1. means software that mediates between two separate and often already existing programs. A common application of middleware is to allow programs written for access to a particular database to access other databases; |
| “Minimum Standards of Reliability” | 1. means the minimum standards of reliability as set out in the OJEU Notice; |
| "MI Report" | 1. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 9 (Management Information); |
| "MI Reporting Template" | 1. means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority; |
| "Ministry of Justice Code" | 1. means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time; |
|  |  |
| "MISO" | 1. means 'Management Information System Online'. An online portal located at <https://miso.buyingsolutions.gov.uk> provided by the Authority for collection and receipt of Management Information; |
| “Mobilisation” | 1. means the process by which the Supplier sets up their processes and infrastructure required to deliver the full Service requirements as detailed in Schedule 2 (Services and Key Performance Indicators) paragraph 11, in accordance with the Mobilisation Plan. |
| “Mobilisation Period” | 1. means the period between the Call Off Commencement Date and the Service Commencement Date for the set up and implementation of the Services. |
| “Mobilisation Plan” | means the plan as defined in Schedule 2 (Services and Key Performance Indicators) paragraph 11.2, which outlines how and by when the Supplier will set up and mobilise the full Service requirement; |
|  |  |
| "Month" | 1. means a calendar month and "**Monthly**" shall be interpreted accordingly; |
| "New Services" | 1. means Services which a Contracting Authority wishes to procure from a third party which are the same or similar to the Services; |
| “New Works” | 1. means Small Works, Projects, Reactive Maintenance Works in excess of the Comprehensive Liability Threshold and Works Arising from Planned Maintenance which are not included in the Lump Sum Price and are raised via a Work Order; |
| "Nil Return" | 1. has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information); |
| “Non-Billable Work Orders” | 1. means works that are carried out by FM Suppliers that do not carry an additional charge over and above the Comprehensive Liability Threshold; |
| "Occasion of Tax Non –Compliance" | 1. means where:    1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:       1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle;       2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or    2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for civil fraud or evasion; |
| "OJEU Notice" | 1. has the meaning given to it in Recital A; |
| "Open Book Data" | 1. means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call Off Contracts, including details and all assumptions relating to:    1. the Supplier’s Costs broken down against each Good and/or Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;    2. operating expenditure relating to the provision of the Services including an analysis showing:       1. the unit costs and quantity of Goods and any other consumables and bought-in services;       2. manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;       3. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin;    3. Overheads;    4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;    5. the Supplier Profit achieved over the Framework Period and term of any Call Off Contracts and on an annual basis;    6. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;    7. an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and    8. the actual Costs profile for each Service Period under any Call Off Contracts; |
| “Operational KPIs” | 1. means Key Peformance Indicators which relate to the delivery of the Services. These are not related to CCS Framework for Facilities Management Services KPI's; |
|  |  |
| “Operational Working Hours” | 1. means the standard hours of business at each Affected Property as defined by the Contracting Authority at Call Off Award; |
| "Order" | 1. means an order for the provision of the Services placed by a Contracting Authority with the Supplier under a Call Off Contract; |
| "Other Contracting Authorities" | 1. means all Contracting Authorities except the Authority and **“Other Contracting Authority”** shall be construed accordingly; |
| "Overhead" | 1. means those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-Contractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of “Costs”; |
| “Pan Government Accreditation” | 1. means the Pan Government Accreditation (PGA) service is provided by CESG to manage the combined risks to the  infrastructure and services of different departments with different threat profiles and risk appetites, efficiently on behalf of all public sector organisations involved. |
| "Party" | 1. means the Authority or the Supplier and **"Parties"** shall mean both of them; |
| **”Payment Mechanism”** | 1. means the mechanism by which the monthly charge payable to the Supplier is calculated, as defined within the Call Off Contract; |
| **“Performance Deduction”** | 1. means a financial deduction made from the monthly fee, which is calculated using the Payment Mechanism and KPI process, for performance which drops below the required levels as agreed on the KPI model; |
| **“Performance Improvement Plan”** | 1. means a plan which is developed to demonstrate the steps the Supplier will take to improve their performance, in line with the KPI process; |
| **“Performance Indicator”** | 1. performance criteria and performance indicators, shall monitor the performance of the Supplier throughout the duration of the Contract; |
| **“Performance Summary Reports”** | 1. means reports which summarise the performance of the Supplier; |
| “Permit to Work(s)” | 1. means a system that is in place where strict controls are required due to the proposed work being identified as having a high risk. The work must be carried out against previously agreed safety procedures, a ‘permit-to-work' system; |
| "Personal Data" | 1. has the meaning given to it in the Data Protection Act 1998 as amended from time to time; |
| “Planned Preventative Maintenance” | 1. means maintenance to an item, Asset or system to an agreed schedule |
| “Planned Work Order” | 1. means a FM Task order that has been raised in accordance with the PPM Schedule; |
| “PPM Schedule” | 1. means a schedule of all Planned Maintenance activities to be carried out by the FM Services suppliers; |
| "PQQ Response" | 1. means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification questionnaire issued by the Authority, and the expressions “Restricted Procedure” and “Pre-Qualification Questionnaire shall have the meaning given to them in the Regulations; |
| "Processing" | 1. has the meaning given to it in the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and “**Process**” and “**Processed**” shall be interpreted accordingly; |
| "Prohibited Act" | 1. means:    1. to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority and/or the Authority a financial or other advantage to:       1. induce that person to perform improperly a relevant function or activity; or       2. reward that person for improper performance of a relevant function or activity;    2. or    3. committing any offence:       1. under the Bribery Act 2010; or       2. under legislation creating offences concerning Fraud; or       3. at common law concerning Fraud; or       4. committing (or attempting or conspiring to commit) Fraud; |
| “Property Classification” | 1. has the meaning given to it by Framework Agreement Schedule 2 – Annex E; |
| “Quarter” | 1. means a three (3) Month period beginning on 1st January, 1st April, 1st July or 1st October and the term “Quarterly” shall be similarly construed; |
| “Reactive Maintenance” | 1. means works arising as a result of a failure of an Asset or a Service which is in the scope of the Call-Off Agreement (and is neither Small Works nor Works arising from Planned Maintenance); |
| “Reactive Work Order” | 1. means a FM Task order that has been raised to rectify a fault within a Facilities Management contract; |
| "Regulations" | 1. means the Public Contracts Regulations 2015 (as amended) and/or the Public Contracts (Scotland) Regulations 2012 (as amended) (as the context requires) as amended from time to time; |
| "Relevant Person" | 1. means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Authority or other public authority; |
| "Relevant Requirements" | 1. means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010; |
| "Relevant Tax Authority" | 1. means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| "Relevant Supplier" | 1. means a third party bidding to provide New Services; |
| "Replacement Services" | 1. means any Services which are substantially similar to any of the Services and which are received in substitution for the Services following the expiry or termination of this Framework Agreement; |
| "Replacement Supplier" | 1. means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time; |
| "Reporting Date" | 1. means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties; |
| "Requests for Information" | 1. means a request for information relating to this Framework Agreement or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs; |
| “Residual Risk Assessment” | 1. means assessment of exposure to loss remaining after other know risks have been countered, factored in or eliminated |
| “Response Times” | 1. means the time taken following the initiation of a call to the response provided in line with the Service Requirements; |
| "Restricted Countries" | 1. shall have the meaning given to it in Clause 26.5.3 (Protection of Personal Data); |
| “ |  |
| "Self Audit Certificate" | 1. means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 17 (Records, Audit Access and Open Book Data); |
| "Services" | means the services described in Framework Schedule 2 (Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authorities; |
| “Service Commencement Date” | 1. means the date of the commencement of the provision of Services (with the exception of the Mobilisation service) by the Supplier and the end of the Mobilisation Period; |
| “Service Level” | 1. means the measures in place for the performance of the service, examples of which are provided in Annex’s B,C,D,and E – to be further defined at Call Off stage; |
| "Service Period" | 1. has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as refined by a Contracting Authority in a Call Off Contract between that Contracting Authority and the Supplier; |
| “Service Request” | 1. means a call logged to the system by a Service User |
| "Services Requirements" | 1. means the requirements of the Authority or any other Contracting Authority (as appropriate) for the Services from time to time; |
| “Service Users” | 1. means any person who logs a Service Request with the Helpdesk, this may include FM Suppliers, Landlords and Contracting Authority Representatives. |
| "Specific Change in Law" | 1. means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply; |
| "Standards" | 1. means:    1. any standards published by BSI British Standards, the National Standards Body Authority of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent authorities (and their successor authorities) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;    2. any standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators);    3. any standards detailed by the Contracting Authority in the Call Off Contract following a Further CompetitionDirect AwardCall Off Award Procedure or agreed between the Parties from time to time; 2. any relevant Government codes of practice and guidance applicable from time to time. |
| "Statement of Requirements" | * 1. means a statement issued by the Authority or any Other Contracting Authority detailing its Services Requirements issued in accordance with the Call Off Procedure; |
| "Sub-Contract" | 1. means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services (or any part thereof) or to provide facilities or services necessary for the provision of the Goods and/or Services (or any part thereof) or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof; |
| "Sub-Contractor" | 1. means the third party from the list of sub-contractors in Framework Schedule 7 (Key Sub-Contractors) or any third party engaged by the Supplier f 2. rom time to time under a Sub-Contract permitted pursuant to this Framework Agreement; |
| "Supplier" | 1. means the person, firm or company stated in the preamble to this Framework Agreement; |
| "Supplier Action Plan" | 1. means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance; |
| "Supplier Personnel" | 1. means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor’s servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Contracts; |
| "Supplier Profit" | 1. means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call Off Contracts for the relevant period; |
| "Supplier Profit Margin" | 1. means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Contracts and expressed as a percentage; |
| “Suppliers Monthly Total Value at Risk” | 1. has the meaning given to it by Call Off Contract Schedule 6; |
| "Supplier Representative" | 1. means the representative appointed by the Supplier from time to time in relation to this Framework Agreement; |
| "Supplier's Confidential Information" | 1. means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; |
| “Systems User(s)” | 1. means any person who is authorised to use the CAFM system by the Contracting Authority. |
| "Template Call Off Terms" | 1. means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms); |
| "Template Order Form" | 1. means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms); |
| "Tender" | 1. means the tender submitted by the Supplier to the Authority, a copy of which is set out in Framework Schedule 210 (Tender); |
| "Termination Notice" | 1. means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination; |
| “Third Party Supplier (s)” | 1. means a supplier of services to the Contracting Authority under an agreement that is distinct from this Framework Agreement; |
| "TUPE" | 1. means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive; |
| “User Acceptance Testing” | 1. means a test or tests conducted by the Supplier in association with the Contracting Authority to determine if the requirements of the Call Off Contract are met by a computer programme or system; |
| "Variation" | 1. has the meaning given to it in Clause 16.1.1 (Variation Procedure); |
| "Variation Form" | 1. means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 19 (Variation Form); |
| "Variation Procedure" | 1. means the procedure for carrying out a Variation as set out in Clause 16.1 (Variation Procedure); |
| "VAT" | 1. means value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| “Wider Public Sector Authorities” | 1. means the authorities as defined in the OJEU Notice section VI.3, excluding Central Government Authorities; |
| "Working Days" | 1. means any day other than a Saturday, Sunday or public holiday in England and Wales. |
| “Work Order” | 1. means a call logged onto the system by the Service UserCustomer which is a FM Service Provider or Landlord obligation and has been accepted by the FM Supplier or Landlord |
| “Year” | 1. means a calendar year and the term yearly shall be similarly construed. |
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APPENDIX 1 TABLE OF ACRONYMS

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| --- | --- |
| **“BCDR Plan”** | Business Continuity and Disaster Recovery Plan; |
| **“CAFM System”** | Computer Aided Facilities Management System; |
| **"CEDR"** | Centre for Effective Dispute Resolution; |
| **"CPI"** | Consumer Prices Index; |
| **"CRTPA"** | Contracts (Rights of Third Parties) Act 1999; |
| **"DOTAS"** | Disclosure of Tax Avoidance Schemes; |
| **"DPA"** | Data Protection Act 1998; |
| **"EIRs"** | Environmental Information Regulations 2004; |
| **"FOIA"** | Freedom of Information Act; |
| **“GBS”** | Government Buying Standards; |
| **“HSE”** | Health and Safety Executive; |
| **“ICO”** | Information Commissioner’s Office; |
| **"IPR"** | Intellectual Property Rights; |
| **"KPIs"** | Key Performance Indicators; |
| **"MI"** | Management Information; |
| **"MISO"** | Management Information System Online; |
| **“PPM”** | Planned Preventative Maintenance |
| **“SLA”** | Service Level Agreement; |
| **“SME”** | Small and Medium Enterprises” (SME) |
| **"TUPE"** | Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive; |
| **“UAT”** | User Acceptance Testing |
| **"VAT"** | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |

FRAMEWORK AGREEMENT SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

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**PART A: SERVICES**

# INTRODUCTION

* 1. Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of FM Assurance (Helpdesk and Computer Aided Facilities Management - CAFM).
  2. The Framework Agreement will comprise of 1 Lot as detailed in paragraph 2 – Description of Lot. A Framework Agreement for the Lot will be awarded to a single supplier as indicated in the Official Journal of the European Union (OJEU) Contract Notice.
  3. The duration of the Framework is 4 years.
  4. The Authority placed a Prior Information Notice 2014/S 190-335281 on 03/10/2014 (the PIN) in the OJEU.
  5. The procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Public Contracts Regulations 2015 (the “Regulations”).
  6. All Central Government Bodies and Wider Public Sector Bodies who are able to use the Framework Agreement from its Commencement Date can be found in the OJEU Contract Notice.
  7. Supplier solutions offered shall meet the requirements of the Government Digital Service Open Standards which can be found at:

<https://www.gov.uk/service-manual/making-software/open-standards-and-licensing.html>

* 1. The Authority will additionally act as the Accreditor and will require the return of document as specified in paragraph 7. The Accreditor will review the documentation and may require the Supplier to put in place additional controls.
  2. Framework Agreement security accreditation will be managed centrally by the Accreditor while operational management remains with the Contracting Authority.
  3. The Government may mandate various elements of the Government Soft Landings policy at any time during the life of the Framework Agreement, to improve asset delivery and operation and reduce costs. The Supplier will be notified of any requirements under Government Soft Landings at Call Off stage.
  4. In addition, the Supplier shall work within the scope and remit of any Building Information Modelling (BIM) initiative, where required by the Contracting Authority. If required, this will be defined at Call Off stage.
  5. The Authority has summarised the potential relationships between the CAFM and the various systems and users that can interface and access the system, as per the diagram below, to be confirmed by the Contracting Authority at Call Off.



* 1. The purpose of the FM Assurance (Helpdesk and CAFM) Framework is to allow the Contracting Authority to monitor the provision of those services delivered by the FM Supplier and to facilitate asset, building and property data and Management Information to enable the Contracting Authority to make informed decisions to support capital investment, estate strategy and cost/resource optimisation.
  2. The Contracting Authority has a direct contractual relationship with both the Supplier and the FM Supplier.
  3. The Authority also has responsibility for the effective management of the FM Services Framework Agreement which provides access to a range of specific services including total facilities management, hard FM and soft FM services “the FM Services”. It is envisaged the Services to be procured under the FM Assurances Services Framework will complement and assist with the effective management and delivery of the FM Services.
  4. Whilst there is no direct contractual relationship between the Supplier and the FM Suppliers, FM Suppliers will liaise collaboratively with the Supplier to provide the required information for the CAFM to support FM service delivery, throughout the life of the Framework. These functions may include the following:
     1. FM Suppliers, along with other Service Users may raise a Service Request via the CAFM system for any work that requires approval from the Contracting Authority.
     2. the Service Request becomes a Work Order once approved and FM Suppliers receive Work Orders for various FM services such as cleaning, catering, security, waste management, faults, repairs and maintenance on the Affected Property;
     3. the FM Supplier must then update the status of any Work Order through to completion, along with site visits and any issues or concerns in the CAFM system, for monitoring by the Supplier and Contracting Authority ;
     4. updates on problems and the steps being taken to effect permanent solutions;
     5. fix times for the different severity levels of problems;
     6. progress of all on going capital projects and minor works; and
     7. future plans and future work.
  5. A typical example of the workflow between the Helpdesk and the FM Supplier is provided at Annex F.
  6. The Contracting Authority will use reasonable endeavours to ensure that Suppliers will provide a seamless interface with the Supplier, the Contracting Authority and other third parties and shall work closely with the Supplier to ensure the success of their respective contracts with the Contracting Authority.

# LOT DESCRIPTION

* 1. The Framework Agreement consists of a single Lot:

|  |
| --- |
| **Lot Description** |
| **FM ASSURANCE SERVICES (CAFM - Computer Aided Facilities Management and Helpdesk)**  The Supplier shall provide a Computer Aided Facilities Management System and Helpdesk, which will assure the Management Information and data of the operational delivery, independently of the FM Supplier and provide a fully integrated FM support service. |

# MANDATORY SERVICE REQUIREMENTS – FOR ALL CONTRACTING AUTHORITIES

* 1. This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand the mandatory requirements of service delivery, as listed below in paragraphs a) - j), which shall be required to start from the Call Off Commencement Date.
     1. **CAFM SYSTEM** - The Supplier shall provide a CAFM system to support operational and strategic Facilities Management (FM) as configured to the Contracting Authority’s requirements and shall provide the required IT systems, application hosting, implementation, support and security for the management of the services. Please refer to further mandatory requirements which can be found at paragraph 4 of this Schedule.
     2. **HELPDESK** – The Supplier shall provide a Helpdesk facility, which shall be the single point of contact for all Service Users in relation to all property and FM related Service Requests. Further mandatory requirements can be found at paragraph 5 of this Schedule.
     3. **REPORTING** - The Supplier shall have the capability to provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of FM e.g. Performance and Management Information reporting for both itself and FM Suppliers, as well as Cost and Sustainability Management reporting. Please refer to Call Off Contract Schedule 9 Management Information. Further mandatory requirements can be found at paragraph 6 of this Schedule.
     4. **SECURITY** – The Supplier shall provide a secure service which meets the requirements of current Business Impact Level 2 as a minimum and shall be capable of achieving Pan Government Accreditation. Further mandatory requirements can be found at paragraph 7 of this Schedule.
     5. **BUSINESS CONTINUITY AND DISASTER RECOVERY** - The Supplier shall provide a robust Business Continuity and Disaster Recovery Plan to ensure continuity of service in the event of an emergency situation. Further mandatory requirements can be found at paragraph 8 of this Schedule and Call Off Contract Schedule 10.
     6. **ASSURANCE MANAGEMENT SYSTEMS** - The Supplier shall have Assurance Management Systems which comply with the principles of ISO9001 and ISO14001or equivalent standards; the European Foundation for Quality Management or equivalent; a recognised framework for accepted IT service management best practice such as ITIL (IT Infrastructure Library), DSDM () or equivalent, the new international standard for information security management - ISO 27001:13 or ISO 27001:2005 transitioning to ISO 27001:13 or equivalent standards. Further mandatory requirements can be found at paragraph 9 of this Schedule.
     7. **CUSTOMER SATISFACTION AND COMPLAINTS HANDLING** – The Supplier shall have processes in place for measuring customer satisfaction and complaints handling. Further mandatory requirements can be found at paragraph 10 of this Schedule.
     8. **MOBILISATION** – The Supplier shall ensure a smooth and efficient transfer of the Services, via collaboration with the incumbent and a comprehensive plan detailing resource profiles and working hours, TUPE requirements, quality assurance and change control procedures, as well as meeting timetables and Asset registration. Further mandatory requirements can be found at paragraph 11 of this Schedule.
     9. **EXIT AND TRANSFER** - The Supplier shall facilitate a smooth and efficient transfer of the Services and Asset data to the incoming supplier. Further mandatory requirements can be found at paragraph 12 of this Schedule.
     10. **ADDITIONAL REQUIREMENTS –** The Supplier shall be required to provide a number of additional services, if requested by the Contracting Authority. Please refer to paragraph 13 of this Schedule.

# CAFM SYSTEM - MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory CAFM requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance (Helpdesk and CAFM) Services.
  2. **FUNCTIONAL REQUIREMENTS** 
     1. The Supplier shall configure the CAFM system to the Contracting Authority requirements which shall be the focus of the delivery of the FM Services.
     2. The Supplier shall automate the collection of data and ensure the CAFM system has the ability to track and maintain core facilities activities including but not limited to:
        1. Forward Maintenance Register;
        2. Maintenance management - demand (reactive),scheduled (preventive maintenance), hard and soft services;
        3. Emergency management – business continuity;
        4. Disaster planning – business recovery;
        5. Health and safety/statutory compliance information; and
        6. Sustainability – energy, water and waste performance, building certifications.
     3. The Supplier shall configure the CAFM system to the Contracting Authority’s Service Levels (detailed in Schedule 2 Annexes B – E and defined in the Call Off Contract Schedule 6 Payment Mechanism, KPIs, Service Levels and Performance Monitoring) to support the Helpdesk in managing Service Requests within the required measures. This shall include the automated identification of:
        1. Maintenance Standards (See Annex D);
        2. Critical spaces/Assets;
        3. Business Critical events;
        4. Response and rectification times;(See Annex B);
        5. Property classification; (See Annex E);
        6. Financial management of Work Orders; and
        7. Work Order categorisation.
     4. The Supplier shall ensure that all response and rectification periods required by the Contracting Authority are maintained within the CAFM system. The Supplier shall ensure that the CAFM system has the capability to produce timely alerts as reactive maintenance activities, statutory inspections, planned works or planned maintenance activities are about to breach their Service Level.
     5. The Supplier shall ensure that all activities relating to management, quality monitoring, complaints, Planned Preventative Maintenance (PPM) - hard and soft services, statutory inspections, reactive and project tasks are managed, scheduled, executed and monitored through the CAFM system.
     6. The Supplier shall ensure that the CAFM system has the functionality to capture material and maintenance costs, for both direct labour and for sub-contract labour, for each Asset.
     7. The Supplier shall ensure that the CAFM system has the capability to accommodate an industry standard PPM and statutory inspection regime (see ITT Attachment 14 – Examples of FM Services Datapack), including but not limited to the following functionality:
        1. Creation of Asset records;
        2. Generation of Work Orders based on identifiable tasks and frequency of activities; and
        3. Generation of exception reporting to highlight issues, e.g. outstanding activities still to be completed.
     8. The Supplier shall ensure that all Work Order types e.g. Planned and Reactive Maintenance, shall have their own set of status classifications relevant to the Work Order type. The Supplier shall ensure that it is not possible for users of the system to apply an incorrect classification status for the Work Order type.
     9. The Supplier shall ensure that the CAFM system has the capability to handle locations with differing maintenance standards (see Annex D) and differing standards of service e.g. the ability for FM Suppliers to provide services at local and/or remote locations.
     10. The Supplier shall ensure that the CAFM system has the capability for automated Work Order lifecycle monitoring, to ensure that Work Orders are progressed from one status to another within a timeframe to be defined at Call Off stage, or else timely notifications are generated to the Contracting Authority for intervention.
     11. The Supplier shall ensure that the CAFM system has the capability to allow the segregation of workflow duties as defined by the Contracting Authority at Call Off stage e.g. a Service User shall not be able to create and approve their own Work Order.
     12. The Supplier shall ensure that, when requested by the Contracting Authority, the system has the ability to manage and differentiate between Billable and Non-Billable Work Orders.
     13. The Supplier shall ensure that the Contracting Authority has full access to live data from the CAFM system at all times and that this data shall be capable of being accessed electronically via the Contracting Authority’s internal network e.g. a web based application which can be accessed via a web browser, which may include:
         1. Internet Explorer;
         2. Firefox;
         3. Chrome;
         4. Safari; and
         5. Web browsers that are known to work with current and future versions of MAC iOS and Mac OS X and Windows Operating system;
     14. The Supplier shall ensure clear segregation of data for different Contracting Authorities, even where data is hosted in the same location.
     15. The Supplier shall ensure that the FM Supplier and Third Party Suppliers are capable to input into the CAFM system, either via direct input or via the use of an electronic interface or Middleware solution (further defined within paragraph 4.10.6 System Integration).
     16. The Supplier shall ensure that the CAFM system has the ability to transport CAFM system data securely across the internet between the Contracting Authority and supplier systems via API (Application Programming Interface) or batch processing e.g. to import data from third party financial software and export to a data file. The format is to be defined at Call Off stage, however the minimum requirement is XML, CXML and CSV files.
     17. The Supplier shall provide the Contracting Authority with full access to the Asset register information to achieve transparency of Facilities Management related information for on-going audit and information purposes. The Contracting Authority shall retain all of the rights to this information both physically and intellectually.
     18. The Supplier shall provide an audit functionality within the CAFM system such that the Contracting Authority and/or FM Suppliers can complete an appropriate audit online. Audit fields shall cover as a minimum, but not be limited to:
         1. Organisation name:
         2. Location name;
         3. Location address;
         4. System reference no.;
         5. Auditor;
         6. Date; and
         7. Service categories and KPIs e.g. maintenance and cleaning.
     19. The Supplier shall ensure that all feedback associated with its activities and information relating to the completion of Work Orders is correctly entered into the CAFM system within a timeframe to be specified by the Contracting Authority at Call Off stage.
     20. The Supplier shall ensure that the CAFM system has the capability to allow FM Suppliers to document mitigating reasons, for the Contracting Authority’s consideration, for their failure to complete a Planned or Reactive Work Order within the required Service Level.
     21. The Supplier shall create a facility within the CAFM system which allows the suspension of any activities that cannot be justifiably completed within the detailed timescales e.g. due to lead times of replacement parts or the need for the Contracting Authority’s approval of costs. The criteria for suspension shall be agreed with the Contracting Authority at Call Off stage.
     22. The Supplier shall ensure that the CAFM system has the capability to link parent and child (type and sub-type) Work Orders. The Supplier shall track Work Orders through the various stages to completion.
     23. The Supplier shall ensure that all mandatory fields within the CAFM system are completed before a status change is permissible and that all Work Orders flow correctly within the CAFM system.
     24. The Supplier shall ensure that validation takes place automatically to maintain integrity of mandatory data which will be specified by the Contracting Authority at Call Off stage.
     25. The Supplier shall ensure that the CAFM system automatically records the date and time of classification status changes. The CAFM system shall have the functionality to:
         1. Allow the Supplier to identify Work Orders which are above and/or below the specified financial threshold; and
         2. Allow the Supplier to deduct any cost for repairs where the Contracting Authority has included a financial threshold.
     26. The Supplier shall ensure that documentation required for relevant Work Orders and statutory activities is uploaded on completion and the CAFM system has the capability to upload documentation in a variety of sizes and formats including but not limited to Word/Excel/PDF /HTML and CSV files. The Supplier shall state the time in which these will be uploaded with the Contracting Authority at Call Off stage.
     27. The Supplier shall use a structured folder convention and filing system within the CAFM system to ensure that uploaded documentation is easily located.
     28. The Supplier shall ensure that all statutory and PPM documentation is easily identifiable within the CAFM system, as defined by the Contracting Authority at Call Off stage.
     29. The Supplier shall ensure that the CAFM system permits FM Suppliers to update Planned and Reactive Work Orders in the CAFM system with appointment times, attendee information and Permit to Work details.
     30. The Supplier shall ensure the CAFM system has the functionality to allow variations to Work Orders where the FM Supplier considers a change is required if this is requested by the Contracting Authority.
     31. The Supplier shall ensure that the CAFM system provides the functionality required for System Users to view documentation as specified by the Contracting Authority at Call Off stage.
     32. The Supplier shall ensure that the CAFM system provides the functionality to partition data by user profile grouping, based on hierarchies through the portal, to be defined by the Contracting Authority at Call Off stage.
     33. The Supplier shall ensure that the CAFM system has the capability to meet the requirements of paragraph 8 – Business Continuity and Disaster Recovery.
     34. The Supplier shall ensure the CAFM system has the functionality to meet the requirements of paragraph 7 – Security.
     35. When requested by the Contracting Authority, the Supplier shall ensure that the CAFM system has the ability to interface or develop the ability to interface with various systems, e.g. software to enable management of Building Information Modelling (BIM) and Contracting Authority Enterprise Resource Planning(ERP).

**4.3 HELPDESK INTEGRATION**

* + 1. The Supplier shall ensure that the CAFM system links to the Helpdesk and provides the functionality to deliver all requirements detailed within paragraph 5. The Supplier shall also ensure the CAFM system can, as a minimum, but not limited to:
       - 1. Track maintenance activity, status updates and the provision of on-screen alerts by Supplier Personnel;
         2. Provide automated email notifications of Work Orders;
         3. Ensure that all Service Requests are tracked, time stamped and traceable to the Supplier’s Personnel that dealt with the activity and amended or changed details at any time;
         4. Provide automatic associated hazard warnings, e.g. Business Critical requests, BMS (Building Management System) alarms and asbestos alerts;
         5. Provide clear and proactive management of Service Levels;
         6. Automatically prioritise Work Order and job escalation when appropriate; and
         7. Asset management and Tracking.
  1. **BUILDING ASSET MANAGEMENT AND TRACKING**
     1. The Supplier shall ensure that the CAFM system provides the Contracting Authority and its FM Suppliers with integrated Asset management functionality, including but not limited to a detailed Asset register, tracking and trend analysis capability.
        1. The management of the Asset register shall reside with the FM Suppliers.
        2. The Supplier shall ensure that the Asset tracking functionality shall have the capability to:
           1. Provide various forms of information relating to Assets including but not limited to:

Location;

Warranty; and

Parts and maintenance records.

* + - * 1. Provide logical grouping of Assets for easy storage, retrieval and viewing;
        2. Provide the ability to record Planned and Reactive Maintenance activity information to enable full visibility to the Contracting Authority of an Assets service history;
        3. Ensure Planned and Reactive Maintenance activity requirements generate alerts at the appropriate time to ensure maintenance is carried within the timescales as specified by the Contracting Authority;
        4. To assist FM Suppliers with scheduling of PPM visits, the CAFM system shall schedule and automatically generate PPM (hard and soft services) and statutory Work Orders;
        5. Identify Critical Assets to ensure work is managed within the timescales specified by the Contracting Authority;
        6. Integrate with other facilities data to provide detailed financial and ownership details;
        7. Identify movement and tracking of Assets within existing or external systems;
        8. Group Assets into various profiles e.g. in accordance with the Contracting Authority’s Representatives, departments, regions or locations;
        9. Produce Asset lifecycle reports to the Contracting Authority including but not limited to repair details, costs per Asset and identifying Assets which are replaced;
        10. Provide FM Suppliers with the ability to manage Asset data within the CAFM system via licence or Middleware/interface solution access;
        11. Provide an export capability of Asset data to third party applications in a variety of formats including but not limited to Word/Excel/PDF/HTML/CSV and any subsequent variations to these formats as a result of through life technology changes;
        12. Provide full Asset reporting for distribution to interested parties specified by the Contracting Authority;
        13. Monitor building lifecycle costs and energy efficiency; and
        14. Record all consumption and expenditure levels for all utilities at a site by site metre level.
      1. The Supplier shall ensure that all Assets are linked into the CAFM system and individually referenced using data provided by the FM Supplier (either via a bar code or unique number). The Supplier shall ensure the CAFM system is capable of identifying Assets and hierarchical structures including but not limited to :
         1. Service type;
         2. Geographical location (site, building or floor); and
         3. Criticality.
      2. The Supplier shall ensure the CAFM system has the capability to automatically link Assets to create PPM schedules.
      3. The Supplier shall ensure that all Assets which are scheduled for maintenance or require attention due to malfunction are identified on Work Orders with respect to type and accurate location.
      4. The Supplier shall ensure that an accurate and up to date Forward Maintenance Register is maintained within the CAFM system. The Supplier shall ensure that the Forward Maintenance Register is updated as Assets are added or deleted.
      5. The Supplier shall ensure that the CAFM system has the ability for two-way communication e.g. to import data from third party financial software and export to a data file. The Contracting Authority shall specify the format at Call Off stage, however the minimum requirement includes but is not limited to XML or CXML or CSV files via API or batch processing.
      6. The Supplier shall ensure that Condition Survey data and update of Assets, feed into an annual life cycle report for the Contracting Authority.
      7. The Supplier shall ensure that the CAFM system has the functionality to identify Assets that are replaced or retired to enable the Contracting Authority to track the changes against its financial records.
      8. The Supplier shall ensure the CAFM system has the ability to record and track the history of Reactive Maintenance activities on specific Assets as required by the Contracting Authority.
  1. **COST CONTROL**
     1. The Supplier shall ensure the CAFM system provides cost control functionality which has the capability to, as a minimum, but not limited to:
        + 1. Track costs through multi-level hierarchy of budgets, contracts and projects;
          2. Provide transparency of full Facilities Management spend for example, the full breakdown of the costs of works carried out;
          3. Navigate, search and view all financial information;
          4. Track, break-down and distinguish between maintenance costs, for both labour and materials;
          5. Track, break-down and distinguish between Service Request costs, to view both the Contracting Authority’s chargeable amount and actual cost as separate items;
          6. Support and manage estimates and tenders in line with the Contracting Authority’s financial requirements, for example the requirement for estimates or tenders in line with financial thresholds;
          7. Provide project support which enables tracking of project spend and key dates.
          8. Circulate information to stakeholders via email or other specified methods;
          9. Apply a purchase threshold above which the Contracting Authority needs to authorise;
          10. Navigate data systems to ensure management and retrieval of all facilities information;
          11. Manage Health and Safety equipment costs and Work Orders; and
          12. Allow the Contracting Authority to use their own account codes and purchase order numbers within the CAFM system via the use of free text fields of an specified character length to associate a purchase order within the system generated Work Order.
  2. **PROPERTY MANAGEMENT FUNCTIONALITY**
     1. The Supplier shall ensure the CAFM system includes a property management functionality which has the capability to:
        + 1. Provide property management data e.g. utilities usage and Energy Performance Certificate (EPC) required for export to the electronic Property Information Mapping System (e-PIMS);
          2. Track the condition of the Affected Property including but not limited to:

Structure;

Fabric; and

Mechanical elements.

* + - * 1. Record property data including but not limited to:

Tenure;

Landlord details;

Occupier details;

Lease/tenancy expiry date;

Site closures;

Projects and works in progress; and

Special access requirements.

* 1. **LANDLORD RESPONSIBILITIES**
     1. The Supplier shall ensure that the CAFM system has the functionality to identify Work Orders associated with the Affected Property that are the responsibility of the landlord.
        1. The Supplier shall develop a database of landlord obligations within the CAFM, with lease data to be provided by the Contracting Authority.
        2. If requested by the Contracting Authority, the Supplier shall ensure that the CAFM system has the ability to issue a Reactive Work Order in an electronic format to the managing agent/landlord.
  2. **USAGE DATA**
     1. Typical annual CAFM usage data for a Contracting Authority is provided within the Attachment 8 – Cost Model, Datapack tab 2.
  3. **SYSTEM REQUIREMENTS**
     1. **ACCESS**
        1. The Supplier shall ensure that the CAFM system shall be able to provide multiple user types and profile levels, which will be defined by the Contracting Authority at Call Off stage.
        2. The Supplier shall ensure that the CAFM system will be made available via secure web access to the Contracting Authority’s authorised licence holders, including but not limited to Contracting Authority Representatives, FM Suppliers and Third Party Suppliers.
        3. The Supplier shall provide a web portal for Service Users to access by various web browsers, to allow real time raising and logging of Service Requests and tracking of Work Order status. The web portal will be linked to the CAFM, but access to the full CAFM may not be required by all Service Users. Full details of access requirements will be specified by the Contracting Authority at Call Off stage.
        4. The Supplier shall ensure the web portal has the functionality for Service Users to view documentation and PPM calendars, as specified by the Contracting Authority at Call Off stage.
        5. The Supplier shall ensure the web portal will be partitioned by profile grouping, for security purposes.
        6. The Supplier shall provide a web portal landing page which can be configured to meet individual Contracting Authority and differing user profile requirements, which shall be defined at Call Off stage.
        7. The Supplier shall ensure access to the CAFM system can be gained 24 hours a day, 365 days per year, as per clause 5.2.1
        8. The Supplier shall provide access rights and set up of new profiles and permissions after personnel security clearance and approvals have been received from the Contracting Authority.
        9. The Supplier shall ensure that the CAFM system is able to allocate user profiles and authority levels which will be set by the Contracting Authority at Call Off stage and may differ by user for example by Contracting Authority, FM Suppliers and Third Party Suppliers.
        10. It shall be the Contracting Authority’s responsibility to ensure that redundant user profiles are notified to the Supplier within twenty-four (24) working hours of the profile becoming redundant or moved to another user. The Supplier shall then block access to the user.
        11. The Supplier shall provide ongoing account management including but not limited to removals of leaver accounts, deletions and disabling access.
        12. The Supplier shall provide evidence of regular account management review to the Contracting Authority, details and format to be specified by the Contracting Authority at Call Off stage.
        13. The Supplier shall ensure that the CAFM system allows individual System Users to be restricted from accessing certain areas of the system and further restrictions shall include ‘read only’, ‘read/write’ or ‘access barred’.
        14. The Supplier shall allocate different access rights to System Users as specified by the Contracting Authority at Call Off stage, including but not limited to tiering of their specific management, regional, location and/or building hierarchies.
        15. The Supplier shall permit the FM Supplier and the Contracting Authority’s designated staff access to the CAFM to extract information and run reports without necessitating further work or reversion to the Supplier.
        16. System Users shall require a log in account, username and password for use of the CAFM system.
        17. The Supplier shall ensure that the system passwords are composed of 8 alphanumeric characters, as a minimum.
        18. Ifrequested by the Contracting Authority the Supplier shall set different lock out defaults for different System Users at Call Off stage.
        19. The Supplier shall put in place a password management system which includes but is not limited to:
            1. provision of a CAFM system generated initial password which forces users to change password after first login;
            2. allows System Users to select and change their own passwords and includes a test for the strength of the password;
            3. requires passwords to be changed (refreshed) by automatic generation every 30 days (or as defined by the Contracting Authority at Call Off stage), managed by the System User;
            4. maintain a record of previous user passwords, e.g.  for the previous 12 months, and prevents re-use;
            5. does not display passwords on the screen when being entered;
            6. stores password files separately from application system data;
            7. stores passwords in encrypted form using a one-way encryption algorithm;
            8. alters default vendor passwords following installation of software;
            9. alerts users of imminent password expiry via system generated notifications; and
            10. allow passwords to be reset via the system upon request by user.
        20. The Supplier shall ensure that the application for the CAFM system is made available via standard web browsers. As a minimum this shall include but not be limited to latest versions of Internet Explorer, Firefox and Chrome over the internet. Other web browsers may include browsers which are compatible with Apple Mac (e.g. Safari) and Windows platforms.
        21. The Supplier shall ensure CAFM system compatibility is maintained with latest browser versions as they are updated, with backwards compatibility required for browsers up to Internet Explorer 8. While backward compatibility may be necessary for versions older than IE 8, pricing for this requirement shall be negotiated with the Contracting Authority at Call Off.
        22. The Supplier shall be responsible for any CAFM system requirements for any change in web browsers e.g. from Internet Explorer to Chrome.
        23. The Supplier shall ensure standardisation of network communication via web access, as represented at Layer 3 of the OSI Reference Model, to allow compatibility between any network connected devices. IPv4 and IPv6 are the de facto standard Layer 3 network protocols, however equipment must be capable of supporting IPv6 either now or as a result of an identified manufacturers road map for providing IPv6 capability.
        24. The Contracting Authority shall be responsible for:
            1. ensuring that there is sufficient bandwidth available to allow a satisfactory level of system performance; and
            2. providing input into the development process of the CAFM system during mobilisation as detailed in paragraph 11 - Mobilisation.
        25. The Supplier shall utilise an assured data transport mechanism, appropriate for the Services and Business Impact Level being delivered and aligned to the Government’s Public Services Network (PSN) strategy. The Supplier shall ensure that they have received approval (against the relevant requirements/assurance mechanisms) from the network provider for connection of their services (e.g. PSN compliance).
        26. The CAFM system shall be configured such that, in the event of expiry or termination, data in it can be transferred to another Supplier or the Contracting Authority. This transfer shall cause minimum disruption to the Contracting Authority’s core services, system operations and maintenance.
        27. The Supplier shall ensure that no access rights to networks provided by the Supplier or applications delivered across these networks are provided to individuals or entities without authorisation from the Contracting Authority.
     2. **FILE REPOSITORY**
        1. The Supplier shall ensure that all files and folders are easily located within the CAFM system via the use of a structured folder and file system/repository.

* + 1. **IT SERVICE MANAGEMENT** 
       1. The Supplier shall use a recognised framework for accepted IT Service Management best practice such as ITIL (IT Infrastructure Library) which shall include but not be limited to:
          1. Transition planning and support;
          2. Change management;
          3. Service asset and configuration management;
          4. Release and deployment management;
          5. Service validation and testing;
          6. Change evaluation;
          7. Knowledge management;
          8. Problem management;
          9. Service support;
          10. Application support and maintenance;
          11. IT asset management;
          12. Incident management;
          13. Infrastructure maintenance; and
          14. Data storage and capacity management.
       2. The Supplier shall ensure that the processes identified above are documented within the Supplier’s operation manual and describe all of the Service management processes.
       3. The Supplier shall ensure that all changes made to an application used in connection with the provision of the Services are subject to the Contracting Authority’s acceptance procedures, to be defined at Call Off stage, before being released into the live environment. As a minimum, the Supplier shall ensure that all changes made to an application are fully system tested within an isolated application testing environment.
       4. For applications supported by the Supplier, the Supplier shall perform pro-active capacity and stress testing / monitoring at monthly intervals and on an ad-hoc basis as required. Where testing shows that an application is liable to fail to meet its Service Levels, the Supplier shall inform the Contracting Authority and agree remedial action.
       5. The Supplier shall provide plans for dealing with expansion of data capacity as Contracting Bodies are on-boarded and for future life provisioning.
       6. The Supplier shall comply with the governance of the system and security requirements as detailed in Framework schedule 8 (Framework, Service and Security Management).
    2. **IT SUPPORT HELPDESK**
       1. The Supplier shall provide an IT support helpdesk which is accessible via telephone and email, during the time periods specified by the Contracting Authority at Call Off stage.
    3. **LICENCES AND OWNERSHIP**
       1. Where the CAFM system is provided by the Supplier, the Supplier shall provide user licences for the Contracting Authority and FM Suppliers where required.
       2. The Supplier shall be able to provide individual and enterprise licences, to be specified by the Contracting Authority at Call Off stage. Individual licences provided shall be transferable.
       3. Where the Supplier is required to provide individual licences an expected number of licences will be provided at Call Off stage. Where required, the Supplier shall offer pricing for quantity bands over or below the expected number at Call Off stage.
       4. It shall be the Contracting Authority’s responsibility that redundant user licences are notified to the Supplier within twenty-four (24) working hours of the licence becoming redundant or moved to another user. The Supplier will then block access to the user.
       5. The CAFM system shall be capable of automatically identifying unused or redundant licences and blocking access. Details of unused or redundant licences shall be provided to the Supplier by the Contracting Authority at Call Off stage.
    4. **SYSTEM INTEGRATION**
       1. The Supplier shall provide a fully integrated solution for both the Helpdesk function and the CAFM system.
       2. If requested by the Contracting Authority the Supplier shall integrate the CAFM system with FM Suppliers’ CAFM systems who are delivering FM services on behalf of the Contracting Authority.
       3. If it is identified that Middleware or interface solutions be required to facilitate integration, such costs will be approved by the Contracting Authority at Call Off stage.
       4. If required by the Contracting Authority the Supplier shall integrate the CAFM system with the FM Supplier’s industry standard hand held devices.
       5. The data integration of the FM Supplier's hand held devices and those of their subcontractors must be routed through the FM Supplier’s CAFM to maintain accuracy of data and FM Supplier validation.
       6. If required by the Contracting Authority the Supplier shall ensure that the CAFM system integrates with interface or Middleware solutions to enable reliable and effective data transfer in real time between the Supplier’s CAFM system and the FM Supplier’s CAFM system.
       7. If required by the Contracting Authority the Supplier shall be required to ensure that the CAFM system integrates with the Contracting Authority’s or Cluster shared services Management Information system to both extract and input data.
       8. Interface and connectivity will be defined by the Contracting Authority at Call Off stage. The minimum requirements shall include but not be limited to transfer via API, batch, manual and automated methods, taking full account of GDS (Government Digital Service) open source standards.
    5. **DATA STANDARDS**
       1. The Supplier shall adhere to the data standards detailed in paragraph 9 – Assurance Management and those defined by the Contracting Authority at Call Off stage.
       2. The Supplier shall use a common set of data standards on the CAFM system for all data that will be passed to and from the CAFM system. Data standards will be defined by the Contracting Authority at Call Off stage.
    6. **BACKUP AND RECOVERY**
       1. The Supplier shall ensure a regular automated backup of the CAFM system including but not limited to the whole system, files and records as specified by the Contracting Authority. The Supplier shall ensure the Contracting Authority’s requirements for comprehensive and regular backup are met by:
          1. Specifying the frequency of the backup;
          2. Selecting classes, files or records to be backed up;
          3. Allocating storage media, system or location for the backup, e.g. off-line storage, separate system, remote site;
          4. The use of an external third party backup facility;
          5. Ensuring use of the backup facility is audited, against Contracting Authority requirements;
          6. The storage of backed up data for the period specified by approved government standards;
          7. Provision for flexible short term data retention;
          8. Ensuring the system is able to be restored entirely from the backup within two (2) hours, upon request from the Contracting Authority.
          9. Ensuring the system is backed up every day on an incremental basis and weekly as a full system backup.
          10. Weekly backups of the CAFM system shall be stored off-site.
    7. **SUPPORT, MAINTENANCE AND UPGRADES**
       1. Except as stated in paragraph 4.9.9.2, the Supplier shall only operate software that is used in the performance of the Services in versions which are supported by the vendor of that software.
       2. If the support for any software used by the Supplier in performing the Services is due to expire within the lifetime of the Call Off Contract, the Supplier shall migrate to a supported version of such software or to its replacement at least 6 months prior to the expiry of such support, unless otherwise specified by the Contracting Authority.
       3. The conditions above are valid for any additional (third party software) used in the application environment, e.g. Cluster software, monitoring software, file system and volume management software reporting tools.
       4. The Supplier shall continue to support current software versions whilst updating to future software versions, through to the expiry of the Call Off Contract.
    8. **HOSTING APPLICATION / DEPLOYMENT**
       1. The Supplier shall work to continuously manage and improve the delivery of a centralised Supplier solution, ensuring robust availability, solution maintenance and technical support.

### The Supplier shall make available and host the Supplier system and allow authorised users to access and use the same.

### The Supplier shall manage the hosting of the solution and make it available to System Users, via a secure website having a unique web address.

### The Supplier shall ensure that the hosting environment is scalable to ensure that any increasing scope of service or customer base can be managed.

### The Supplier’s CAFM system shall be supported across three environments to provide development, test and live access.

### The Supplier shall provide additional environments to the Contracting Authority should this need arise.

### The Supplier shall manage the whole of the Supplier solution infrastructure, including but not limited to performance and management of the central server configuration, encryptor management, firewall management, data filter management and WAN management.

### The Supplier shall proactively monitor the Supplier solution servers and related network for traffic and capacity, and shall report on traffic volumes, disk utilisation and percentage capacity free on disk, performance data, workload analysis, peaks and failures for each reporting period.

### The hosting of the Service shall provide the flexibility for the Supplier to host the system initially but have the ability to transfer the system components to a different hosting environment in the event of any loss of performance of the system. This may be facilitated as below:

### The Supplier shall maintain a Components Register, detailing all hardware and software components, such that a third party could establish an identical replacement CAFM system in a separate hosting environment in the event of the loss of the system. Maintenance of this Register would be subject to ITIL change control management processes.

### The Supplier shall ensure that the data is regularly backed up and stored in a separate environment and location by an independent third party as defined by the Contracting Authority as per clause 4.9.8. The detail of the backup requirements, for the transfer of the system, will be agreed at Call Off stage.

### The Supplier shall ensure that, in the event of a system loss, service is transferred to the replacement system, as detailed in clause 8.2.4.1 (b) within the agreed timescales. Timescales for switchover of service shall be agreed with the Contracting Authority at Call Off stage.

### If requested by the Contracting Authority at Call Off stage, the Supplier shall enter into an Escrow agreement, to ensure that updates and customisations made to enable connectivity to the CAFM system, are reflected in the replacement system as detailed in clause 4.9.10.9 (a).

### The data shall be held in a format as agreed with the Contracting Authority at Call Off stage. In accordance with paragraph 12.9, in the event that the Supplier is no longer able to provide the Services, the data which is owned by the Contracting Authority shall be transferred to the Contracting Authority, a new supplier of the Services or an elected third party in the agreed format and at no cost to the Contracting Authority.

## **SOFTWARE UPGRADES**

### The Supplier solution provided shall not require any immediate upgrades, and will be capable of running for a period of no less than twelve (12) months without the disruption of upgrade or refresh unless agreed in advance with the Contracting Authority.

### The Supplier shall provide technological refresh of all hardware and / or software used to provide the Supplier solution in line with industry standards for technology refresh.

### The Supplier shall not charge for developments against the Supplier solution’s obsolescence or for the implementation of any upgrades required.

### Scheduled upgrades shall only be carried out by the Supplier at times agreed in advance with the Contracting Authority.

### Any maintenance releases must be accompanied by full release notes, describing all changes to the solution and referencing supporting documentation.

### **SYSTEM AVAILABILITY**

### The live CAFM system shall, under normal circumstances, be available for use 99% of the time between the hours of 8am to 6pm on Working Days, and 90% of the time outside of these hours or on non-working days (measured over a Month).

### The Supplier shall record and report service downtime for agreed availability periods.

### The time taken from sending an inbound message to the Supplier CAFM system to transmission of the outbound message across the Supplier CAFM system (including but not limited to, for the avoidance of doubt, the time taken for any necessary processing) based on a connection speed of 2mbps, shall be no more than ten (10) seconds and this shall be met in no less than 95% of cases.

### Data and information submitted to the Supplier CAFM system shall be backed up and protected from loss through accidental, deliberate or careless acts or in the event of equipment failure or other disaster.

### The Supplier CAFM system shall ensure the integrity of documents and messages against accidental or deliberate alteration from the point at which they are received by the system.

### Measures shall be in place to ensure that, in the event of accidental deletion or alteration of data, these changes shall be detectable and can be recovered through backup restoration.

### All information created within the Supplier CAFM system shall be retained until such time as the Contracting Authority orders its deletion or archiving.

### The Supplier CAFM system shall be capable of storing all data and information required for the needs of managing and maintaining the long term requirements. The Supplier shall scale the solution on the basis of the requirement to hold three (3) years’ detailed information on the live environment.

### Archived information shall be retrievable by the Contracting Authority from the Supplier CAFM system without technical support.

* + - 1. The Supplier shall ensure that the servers shall be regularly monitored to ensure that their performance meets service requirements. This shall include monitoring of all critical components.
      2. The Supplier shall provide details of all the environmental services (e.g. air conditioning, power supplies, etc.) along with any contingency arrangements that are in place in the event of failure.
      3. The Supplier shall provide details of the server monitoring facilities that are available along with any escalation process that is in place. Where there is a tiered service monitoring option, details of what each level comprises of and the benefits shall be provided to the Contracting Authority.
      4. The Supplier shall provide details of the procedures and timescales in relation to the application of vendor critical patches to servers. This shall also include the testing to be undertaken before the patches are applied.
      5. The Supplier shall provide details of the level and frequency of monitoring that is undertaken of any security device (e.g. a firewall). Details shall also be provided relating to any escalation processes that are in place.
      6. The Supplier shall provide database administration support. It is envisaged that this will entail a monthly examination of the database configuration / utilisation to ensure that it is running efficiently and to proactively address any potential issues.
      7. All components of the CAFM system shall be located in a dedicated lockable rack or equivalent.
      8. Database separation between Contracting Authority(s) shall be enforced at all points within the Service where the Service is exposed to other Contracting Authority(s). One Contracting Authority shall not be able to affect the confidentiality, integrity or availability of another Contracting Authority’s data.
      9. The Supplier shall ensure that daily incremental backups are perfomed on each server, with a full backup being run once a week. Details shall be provided regarding the mechanism used to perform the backups, where the backup media is stored and of the processes surrounding the Contracting Authority’s access to backup media.
      10. Where a firewall is implemented, the Supplier shall provide details regarding the recommended product and the processes surrounding its configuration, monitoring, change control and escalation procedures. The same shall be applied for any intrusion detection system or system activity monitor (e.g. Tripwire).
      11. Should there be a failure within any part of the Services the Supplier shall ensure that Service Levels are restored within the Service Levels described in Framework Schedule 2 (Services and Key Performance Indicators) and detailed in the Contracting Authority’s Call Off Contract Schedule 6 (Payment Mechanism, Service Levels, KPIs and Performance Monitoring). Additional charges may be applicable in the event that the Contracting Authority wishes to restore the Services in a reduced timeframe.
      12. The Contracting Authority reserves the right for itself or its agents to inspect the Suppliers facilities or in case of third party hosting, the hosting company’s premises and to specifically inspect and review the components that comprise the CAFM system. No more than one (1) Working Day’s notice shall be required to facilitate this.
      13. The Supplier shall provide notification of any circumstances that will prevent the Contracting Authority from gaining direct access to any application used to provide the Services or to the servers / data.
      14. The Supplier shall ensure that the following information is made available to Contracting Authority(s):
          1. The geographic locations where Contracting Authority data is stored, processed or managed from;
          2. The applicable legal jurisdictions that the Supplier operates within and how it provides comparable controls to those required under UK legislation.
      15. The Supplier shall provide details of fault reporting / management process that is in place and how the Contracting Authority will make contact with the hosting company if a third party is used.
      16. In the event that the Supplier uses a third party for any aspect of the Service, the Supplier shall ensure that the supply chain satisfactorily supports all of the security principles that the service is to deliver.
  1. **TRAINING**
     1. The Supplier shall provide online guidance and process documentation in the use of the CAFM system to support the Contracting Authority, FM Suppliers and Third Party Suppliers. The Supplier shall provide hard copies where appropriate at no additional cost. The Supplier shall provide on-going updates related to future development changes at no additional cost.
     2. The Supplier shall provide classroom training to key System Users, including but not limited to the Contracting Authority and FM Suppliers, prior to the Call Off Commencement Date.
     3. The Supplier shall adopt a ‘train the trainers’ approach. The Contracting Authority and FM Supplier will nominate representatives who will assume a ‘super user’ role on the CAFM system and the Supplier shall train the ‘super users’ so that they are familiar with the full administration of the CAFM system. The representatives shall be tasked with the training and addition of further users to the CAFM system. The volume of staff requiring training will be detailed at Call Off stage.

* + 1. The Contracting Authority’s expectation is that user and administrator classroom training shall be kept to a minimum. For the majority of users the service will be intuitive and users shall be assisted by on-line help and guidance material.
    2. The Supplier shall ensure that every training course provided will be assessed by the attendees including, as a minimum, but not limited to:
       - 1. the course meeting its objectives;
         2. standard of lecturer;
         3. standard of documentation; and
         4. overall quality.
    3. Training courses and materials provided by the Supplier under the training service shall be subject to formal acceptance by the Contracting Authority. If requested by the Contracting Authority the training courses shall be held at one of the Contracting Authority’s locations. The Contracting Authority shall approve all venues, attendees, times and dates for all training courses and materials provided by the Supplier under the training service.
    4. The Supplier shall arrange contact and enrolment of all staff attending training courses.
    5. The Contracting Authority shall have the right to deliver training itself, or via third parties, using training materials provided by the Supplier.
    6. The Supplier shall ensure that training is designed to be inclusive of those with special needs and to facilitate the use of specialised equipment where appropriate. Normally this will be part of any order for special needs equipment.
    7. Representatives of the Contracting Authority may observe any course.
    8. The Supplier shall provide a complete training environment for all supported applications, appropriately sized for the user community.

# HELPDESK - MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory Helpdesk requirements that the Supplier is obligated to fulfil as part of the delivery of the FM Assurance Service (Helpdesk and CAFM) Agreement.
  2. **OVERVIEW**
     1. The Supplier shall provide an appropriately staffed and supervised Helpdesk service aligned to the CAFM system, twenty four (24) hours per day, three hundred and sixty five (365) days per year (366 days in a leap-year) in order to accommodate peak traffic during Core Working Hours and reduced traffic outside those Core Working Hours. The provision of staff shall be specified by the Contracting Authority at Call Off stage.
     2. The Supplier shall ensure that the Helpdesk shall provide the following requirements, including but not limited to:
        1. The capture, monitoring and escalation of active requests;
        2. The capture, monitoring and escalation of risks;
        3. Customer satisfaction monitoring and Complaints handling as referred to in paragraph 10. – Customer Satisfaction and Complaints Handling;
        4. Helpdesk promotional activities for example, Building User surveys;
        5. Flexible and comprehensive reporting as detailed in paragraph 6 – Reporting and Framework Schedule 9 – Management Information; and
        6. Support of the CAFM system for use by the Contracting Authority and the FM Supplier, to manage the Contracting Authority’s Assets and Work Orders through to completion, to plan and record maintenance regimes and to manage sustainability activities e.g. energy, water and waste performance management.
     3. The Supplier shall manage and supervise the Helpdesk to ensure continuous and satisfactory delivery of the required Helpdesk Services, within the broad Service Levels as listed in Annexes B, C, D and E and as defined at Call Off stage.
  3. **SCOPE**
     1. The Supplier shall ensure that the Services provided by the Helpdesk supports the provision of FM Services by the FM Suppliers and Third Parties (e.g. landlords). In scope Services are listed at Annex A.
     2. The Supplier shall ensure that any Service Request that is in scope, in accordance with Annex A, once approved, shall result in the creation of a Work Order.
  4. **SERVICES** 
     1. The Supplier shall ensure that the Helpdesk provides a single point of contact for Service Users in relation to all property related Service Requests.
     2. Supplier Personnel may be required to refer the Service User to a third party e.g. a landlord, to directly resolve property related enquiries which require third party information, including but not limited to requests for general property information.
     3. Helpdesk activities which occur within the scope of the Services shall include but not be limited to:
        1. Service User requests for Reactive Maintenance / repairs;
        2. Service User requests for elective works or variations to soft FM Services;
        3. Service User requests for repairs relating to items under warranty;
        4. Service User compliments/complaints regarding FM Supplier performance;
        5. Service User compliments/complaints regarding Helpdesk performance;
        6. FM Supplier compliments/complaints regarding Helpdesk performance;
        7. Service User requests for updates, on planned or unresolved Work Orders;
        8. Service User notification of variations to existing activities;
        9. Requests for emergency contact information;
        10. Third party enquiries (e.g. property contact information); and
        11. Contracting Authority / FM Supplier notification of related works or projects.
     4. If requested by the Contracting Authority the Supplier shall provide a telephone and automated Room Booking Service via the Helpdesk, where required. The Service shall include but not be limited to:
        1. The facility to accept telephone and electronic bookings and issue confirmations;
        2. Ensure no double booking of rooms;
        3. Have the capability to provide a holistic range of ancillary Services such as hospitality, room and audio visual support; and
        4. Ensure any income related to hospitality, room set up and audio visual support is managed through the system.
     5. When requested by the Contracting Authority, the Supplier shall provide a Car Park Management and Booking Service via the Helpdesk. This shall include the facility to accept electronic bookings and confirmations. This Service shall be incorporated into either the reception or security regime at the Affected Property.
     6. When requested by the Contracting Authority, the Supplier shall ensure that the Helpdesk provision includes an outbound facility to contact Service Users and Suppliers in relation to handling Work Orders.
  5. **SERVICE REQUEST MANAGEMENT**
     1. The Helpdesk shall accept Service Requests from all Service Users and Contracting Authority approved Third Party Suppliers including but not limited to FM Suppliers, who are reporting faults or requesting provision of any in scope Services as specified at Annex A.
     2. The Supplier shall ensure that the Helpdesk can accept Service Requests raised by telephone calls, emails and any web portal.
     3. The Supplier shall have ownership of each Service Request throughout its lifecycle, including but not limited to the monitoring and escalating of planned and Reactive Work Orders, and ensuring closed-loop feedback with the Service User and Contracting Authority’s Representative(s).
     4. The Supplier shall ensure that the Helpdesk has the ability to receive communications from BMS systems; this may include text messages.
     5. The Supplier shall ensure that all inbound and outbound helpdesk calls are audio recorded.
     6. The Supplier shall ensure that the Helpdesk has the ability to allow callers to leave a voicemail, e.g. in circumstances where Supplier Personnel are unable to answer a call within the stipulated number of rings; the Supplier will then contact the caller within a timeframe to be specified by the Contracting Authority at Call Off stage.
     7. Whilst the use of interactive technology may be used to intercept an inbound telephone call, a telephone call shall not be deemed as satisfactorily answered until connected to the Supplier’s Personnel. For the avoidance of doubt, no form of electronic answer service shall be considered as meeting the requirements of receiving an inbound call.
     8. The Supplier shall ensure that all FM related Service Requests are logged in the CAFM system within the required Service Levels (Service Levels to be specified by the Contracting Authority at Call Off stage) and are allocated a unique reference.
     9. The Supplier shall ensure that the individual who originated the Service Request is notified with updates regarding the progress of any open Work Orders through the CAFM system and also via email including notifications of approval, closure and/or completion.
     10. When requested, the Supplier shall provide an update to Service Users other than the originator. This may include a requirement for the Helpdesk to contact the FM Supplier and report back to the Contracting Authority. Timescales and Service Levels will be specified by the Contracting Authority at Call Off stage.
     11. Non Property Related Enquiries:
         1. Where a Service Request is outside the standard scope of services provided, the Supplier shall advise the Service User accordingly and provide the Service User with the appropriate contact details for their Service Request and instruct them to make direct contact with the appropriate supplier.
         2. The Supplier shall maintain, update and enhance contact details of any Third Party Suppliers, as notified to the Supplier by the Contracting Authority from time to time, who provide such services.
         3. Where the Supplier does not have the appropriate information available to directly assist a Service User, the Supplier is to refer the Service User to the Contracting Authority.
         4. The Supplier shall ensure that out-of-scope enquires are each logged against a unique Service Request and the Supplier’s actions recorded within same.
     12. Reactive Maintenance:
         1. The Supplier shall receive Reactive Maintenance Service Requests for all property-related repair and maintenance requirements.
         2. The Supplier shall ask appropriate questions or use mandatory fields, as appropriate to the inbound channel used, to accurately identify the correct Asset and the nature of the fault for documenting in the Work Order.
         3. The Supplier shall refine the details of the Work Order, through interaction with the Service User, to help the FM Supplier achieve a permanent resolution during the first visit thus avoiding unnecessary delays and subsequent visits.
     13. Annex F –Helpdesk Workflow provides an example of a typical Helpdesk Workflow, however this will be further defined by the Contracting Authority at Call Off stage.
  6. **STATUS UPDATES**
     1. The Supplier shall provide a telephone and web-based Service for Service Request updates.
     2. The Supplier shall ensure that upon every action the Service Request shall be updated with an appropriate status code during the Service Request lifecycle.
     3. When appropriate to the Service Request status, the Supplier shall provide the Service User and FM Supplier with details of the Service Request including but not limited to:
        1. Service Request unique identifier;
        2. Assigned priority rating;
        3. Current status;
        4. Permit To Work status (as updated by the FM Supplier, i.e. required ‘*yes / no’*, and authorised ‘*yes / no’);*
        5. Appointment times;
        6. Remaining time within specified Service Level;
        7. FM Supplier / Helpdesk notes / comments;
        8. Details of assigned resource to attend; and
        9. Security status of assigned resource (as updated by the FM Supplier).
     4. The Supplier shall ensure that status updates are available to Service Users within ten (10) minutes (or as defined at Call Off stage) from the Supplier receiving any such information.
  7. **INBOUND TELEPHONE CALLS**
     1. All inbound telephone calls to the Helpdesk shall be answered within the time frames detailed within Annex B – Helpdesk Response Times and defined at Call Off stage in Call Off Contract Schedule 6 - Payment Mechanism, Service Levels and Performance Monitoring This time shall be calculated after the Supplier’s voice technology concludes and is exclusive of any call-routing or interactive technology not specified by the Contracting Authority.
  8. **CALL CHARGES**
     1. The Supplier shall provide a non Premium Rate number for Service Users to contact the Helpdesk.
  9. **HELPDESK PERSONNEL**
     1. The Supplier shall provide an appropriate number of Supplier Personnel to ensure that the Helpdesk can operate within the required Service Levels as specified by the Contracting Authority at Call Off stage.
     2. The Supplier shall ensure that all Supplier Personnel who operate the Helpdesk can access and report the status of all Service Requests at any such time as requested by the Contracting Authority.
     3. The Supplier shall ensure that all Supplier Personnel operating the Helpdesk are effectively trained in order to ask appropriate questions to ensure the information gathered from the call provides the operator with enough information to raise a Work Order efficiently, and effectively capture all requirements in detail.
     4. The Supplier shall provide all Supplier Personnel who operate the Helpdesk with documented training, including but not limited to:
        1. Training on the CAFM system;
        2. Customer service skills;
        3. Service call management;
        4. Listening skills;
        5. Escalation procedures;
        6. Contracting Authority emergency procedures;
        7. Knowledge of Facilities Management;
        8. Training in respect of all operational areas of the Affected Property; and
        9. Training on security procedures and the requirements of the Data Protection Act.
     5. The Supplier shall ensure that all Supplier Personnel operating the Helpdesk have the appropriate security clearance to work on a Contracting Authority account as defined by the Contracting Authority at Call Off stage.
  10. **APPOINTMENTS SCHEDULE**
      1. The Supplier shall permit the FM Supplier to update Planned and Reactive Work Orders in the CAFM system with appointment times, attendee information and Permit To Work details.
  11. **VARIATIONS TO REACTIVE WORK ORDERS**
      1. Should the FM Supplier consider either that a Reactive Work Order or the Standing Data requires a change in:
         1. Owner (i.e. Contracting Authority obligation / landlord obligation / out-of-scope); or
         2. Authorisation protocol (i.e. approval required or not required).

the FM Supplier shall communicate electronically with the Contracting Authority and the Supplier via the CAFM system.

* + 1. Should the Contracting Authority request a change to a Reactive Work Order, the Supplier shall amend the Work Order immediately and inform the Service User and other relevant parties of any such change.
    2. Work Orders shall be managed by the Supplier, and will flow between the Supplier, the FM Supplier and the Contracting Authority depending on the requirement.
  1. **WORKS REQUEST NOTIFICATIONS**
     1. The Supplier shall provide the FM Supplier with the ability to update the Work Order status code. Each update shall be electronically time stamped, recorded and linked to the FM Supplier’s performance management.
     2. The Supplier shall provide the FM Suppliers with the facility to document mitigating reasons, for the Contracting Authority’s consideration, for their failure to complete a Work Order within the required Service Level.
  2. **EMERGENCY CONTACT ENQUIRIES**
     1. The Supplier shall ensure that all necessary Contracting Authority procedural and emergency contact information is kept up to date at all times within the CAFM system.
     2. Any personnel personal data held within the CAFM system e.g. home phone numbers and addresses, shall be held securely.
  3. **PROMOTIONAL ACTIVITIES**
     1. The Supplier shall work with the Contracting Authority to promote the benefits of the Helpdesk and web portal across the Contracting Authority’s staff on a continuous basis.
  4. **COLLABORATION**
     1. The Supplier shall work in a collaborative manner with third parties and the FM Supplier(s) in order to support the efficient delivery and management of the Helpdesk and FM Services.

# REPORTING – MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory reporting requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance Services Framework Agreement. The format, frequency and timings of reports will be decided by the Contracting Authority at Call Off stage.
  2. The Supplier shall provide a broad, comprehensive and flexible reporting solution, including but not limited to the following categories:
     1. Industry standard FM reports;
     2. Performance measurement and statistical reporting;
     3. Expert analysis reports;
     4. Ad hoc reporting requirements;
     5. Self-service reporting capability;
     6. Helpdesk performance measurement and reporting;
     7. Performance measurement reporting (of FM Suppliers);
     8. Customer satisfaction surveys;
     9. Statistical information reporting; and
     10. Sustainability management. – energy, water and waste management.
  3. **INDUSTRY STANDARD FM REPORTS**
     1. The Supplier shall include within the reporting tool a suite of generic industry standard FM reports that can be utilised by the Contracting Authority and FM Suppliers in support of the services to compile, present and analyse statistical and performance related data.
  4. **PERFORMANCE MEASUREMENT AND STATISTICAL REPORTING**
     1. The Supplier shall provide reports relating to the performance of the Supplier and the FM Supplier, and statistical information relating to the Services.
     2. The Supplier shall monitor activity against the Planned Preventative Maintenance schedule and statutory requirements and provide reports to the Contracting Authority against compliance with the schedule and regulations where required.
  5. **EXPERT ANALYSIS REPORTS**
     1. The Supplier shall compile and analyse a suite of specific reports, to be specified by the Contracting Authority during the Mobilisation Period, in support of the Contracting Authority’s performance measurement and management of both the Supplier and FM Supplier Services.
     2. The Supplier shall have the ability to provide technical expertise to analyse and interpret data and reports, and all reporting where applicable shall include analysis, written commentary and recommendations, as required by the Contracting Authority.
  6. **AD HOC REPORTING REQUIREMENTS (SUPPLIER DELIVERED)**
     1. The Contracting Authority may request the Supplier to create and generate ad hoc reports on its behalf.
     2. Where necessary and agreed, the Supplier shall provide the reports with technical analysis and expert commentary, to be specified by the Contracting Authority at Call Off stage.
     3. The Authority and the Contracting Authority are answerable to Parliament and, on occasion, required to respond, at short notice, to Parliamentary Questions regarding the Contracting Authority’s Affected Property. The Supplier shall comply with any such reasonable request in the event information is required under these circumstances.
  7. **SELF SERVICE REPORTING CAPABILITY**
     1. The Supplier shall provide the Contracting Authority and FM Suppliers with the ability to modify existing reports, or design and store user-specific reports on an ad hoc basis, as specified by the Contracting Authority at Call Off stage.
  8. **HELPDESK PERFORMANCE MEASUREMENT AND REPORTING**
     1. The Supplier shall report on the Supplier’s own performance against the Service Levels and any other measures reasonably requested by the Contracting Authority at Call Off stage. These reports will be further defined by the Contracting Authority at Call Off stage and shall include:
        1. Achievement against Service Levels;
        2. Reasons for failure to meet any Service Levels;
        3. Performance failures accruing as a result of failure to meet Service Levels;
        4. Progress on outstanding actions; and
        5. The action plans for the following Month will be reviewed to check progress and track actions carried out to completion. The Contracting Authority shall not unreasonably withhold or delay agreement of these action plans with the Supplier.
  9. **FM SUPPLIER PERFORMANCE MEASUREMENT AND REPORTING**
     1. The Supplier shall report on the FM Supplier performance through the functions below;
        1. Collection of the FM Supplier performance data and associated information, an example of which is set out in Framework Schedule 9 (Management Information);
           1. The Supplier shall collate the data required to calculate the FM Supplier performance measures within the CAFM system and shall provide the means for the FM Supplier to directly input such data into the CAFM system.
        2. Calculation of the FM Supplier Payment Mechanism as set out in Framework Schedule 6 which reflects the FM Supplier’s performance against the KPIs;
           1. The Supplier shall measure the FM Supplier’s performance each month against each of their KPIs and calculate the Payment Mechanism scores in accordance with the FM Supplier performance mechanism on behalf of the Contracting Authority.
        3. Reporting on each of the FM Suppliers’ performance data and associated information;
           1. The Supplier shall provide a dashboard facility, updated Monthly, mirroring the information provided in the FM Supplier performance mechanism;
           2. The Supplier’s systems shall have the ability to filter the dashboards by Service and by Affected Property;
           3. The Supplier shall include estate information provided by the FM Supplier in a report to the Contracting Authority, on a Monthly basis;
           4. The Supplier shall escalate to the Contracting Authority, within a Monthly report, any failure by the FM Supplier to supply the data; and
           5. The Supplier shall be required to amend any performance data which has been agreed by the Contracting Authority to have mitigating circumstances, to ensure that the CAFM system holds accurate performance information.
        4. Comparative reporting of performance results across multiple FM Suppliers, providing the Contracting Authority with benchmarking of performance across FM Supplier contracts;
           1. The CAFM system shall act as a common mechanism to monitor, report and benchmark the performance of multiple FM Suppliers in a systematic and consistent manner;
           2. The Supplier shall provide the Contracting Authority with comparative reports benchmarking the performance of the FM Suppliers. The information to be benchmarked shall be specified by the Contracting Authority at Call Off stage. The Supplier shall ensure that the information required for benchmarking is held in the CAFM system;
           3. The Supplier shall provide a monthly report to the Contracting Authority and the appropriate FM Supplier detailing the performance scores and associated deductions calculated for each FM Supplier. The calculation for any such deductions shall be specified by the Contracting Authority at Call Off stage;
           4. The Supplier shall provide a reconciliation report to the Contracting Authority within seven (7) calendar days following the end of the calendar Quarter; and
           5. The Supplier shall be required to amend any performance data which has been agreed by the Contracting Authority to have mitigating circumstances, to ensure that the CAFM system holds accurate performance information.
  10. **CUSTOMER SATISFACTION REPORTING**
      1. The Supplier shall report on the results and analysis from customer satisfaction surveys as specified in paragraph 10.2. As a minimum reporting shall include but not be limited to, trending, benchmarking, FM analysis and recommendations. The customer satisfaction process and reporting shall be specified by the Contracting Authority at Call Off stage.
  11. **STATISTICAL INFORMATION REPORTING**
      1. The Supplier shall provide the Contracting Authority with monthly comprehensive Management Information statistics and trend analysis, by user profile and hierarchies, in relation to all aspects of the required Services, including but not limited to:
         1. Inbound volume, by type and region;
         2. Completed Work Orders, by inbound channel;
         3. Average and maximum call waiting times;
         4. Average inbound call duration;
         5. Volume of duplicate Work Orders;
         6. Total outbound calls;
         7. Benchmarking; and
         8. Volume of requests originated by the FM Supplier, by region/area.
  12. **ENERGY MANAGEMENT**
      1. The Supplier shall provide the facility for trend and other statistical analysis of utilities consumption and expenditure information provided each Month by the FM Supplier.
      2. The Supplier shall ensure that the CAFM system can report on environmental performance to meet Government targets and Good Industry Practice, as defined by the Contracting Authority at Call Off stage.
  13. **FORMAT OF REPORTS**
      1. The Supplier shall use agreed industry standard reporting tools to present information in different formats to meet the varying needs of a wide range of stakeholders.
      2. The Supplier and Contracting Authority shall agree the format of standard reports during the Mobilisation Period to achieve a consistent methodology and report format across the FM Supplier regions.
      3. The Supplier shall ensure that reports have the capability to be presented in a variety of formats suitable for printing or export to a local application, e.g. Microsoft Excel spread sheets. The format and display shall include but not be limited to:
         1. Graphical;
         2. Tabular;
         3. On screen drill-down functionality;
         4. On screen totalling and sub-totalling functionality; and
         5. Trend analysis.
            1. direct email distribution to stakeholders;
            2. measured performance benchmarking; and
            3. Service Request/Work Order control and monitoring.
  14. **ADDITIONAL REPORTING REQUIREMENTS**
      1. The Supplier shall provide Monthly reports to the Contracting Authority in relation to all health and safety requirements associated with the execution of the FM Supplier contracts, including but not limited to exception reporting as provided by the FM Supplier.
      2. The Supplier shall provide trends of meeting room utilisation and lettings usage.
      3. The Supplier shall provide a Monthly report which shall include information relating to:
         1. Any problems related to the Service or any components; and
         2. A summary of the events from all the security devices.
         3. After the first six (6) Months of the Call Off Contract, the frequency of the report may change from Monthly to Quarterly.
      4. The Supplier shall provide reports on the FM Supplier’s costs for all Services provided at each Affected Property and Business Unit level. The reporting format shall be as specified by the Contracting Authority at Call Off stage.
      5. The Contracting Authority shall require the Supplier to maintain accurate metrics including but not limited to cost and performance data for the updating and alignment with ePIMS (electronic Property Information Mapping Services), on its behalf.
      6. The Supplier shall provide FM Supplier Management and Performance Information reports electronically to the Authority as per Schedule 9 Management Information of the Framework Agreement.

# SECURITY – MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory security requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance Services Agreement. The Supplier shall also comply with requirements as detailed in Call Off Contract Schedule 8.
  2. **CONTRACTING AUTHORITY SECURITY REQUIREMENTS**:
     1. The Supplier shall meet the requirements of the HMG Security Policy Framework <https://www.gov.uk/government/publications/security-policy-framework>.
     2. The current risks for the Service are assessed as IL2. Further information on Business Impact Level Tables can be found at <https://www.cesg.gov.uk/publications/Documents/business_impact_tables.pdf>
     3. The Supplier shall satisfy the Accreditor that the risks to data confidentiality, integrity and availability have been assessed and adequately addressed.
     4. This Service may require Pan Government Accreditation.
  3. **SUPPLIER PERSONNEL**
     1. The Supplier shall agree on a case by case basis the Supplier Personnel roles which require specific Government clearances when providing the Services to ensure that the data within the Contracting Authority’s estate remains secure and is not compromised by the Supplier’s activities.

* + 1. The minimum level of security clearance required shall be Counter Terrorist Check (CTC) which is the minimum security clearance required for access to official and official sensitive documents and occasional access to secret documents. A passport is required for CTC clearance**.**
    2. Other Contracting Authorities may require additional levels of security clearance, such as Security Check (SC) and Developed Vetting (DV). <https://www.gov.uk/security-vetting-and-clearance>.
    3. The Supplier shall be responsible for performing its own security checks before submitting candidates for formal security clearance, to ensure disqualified personnel are excluded from the Contracting Authority’s security clearance requirements.
    4. The Supplier shall ensure that all personnel engaged in the performance of the Services have a right to reside and work in the UK and are, in compliance with immigration legislation, entitled to perform the Services.
    5. The Contracting Authority reserves the right to exclude any person from performance of the Services without disclosing the reasons for rejecting the person.
  1. **ICT REQUIREMENTS**
     1. The Supplier shall appoint a representative with responsibility for ensuring full compliance with all ICT systems technical security measures used in connection with the performance of the Services, and shall liaise with the Contracting Authority's security representatives on ICT security matters to ensure that the security counter-measures proposed in the system design and system development are adequate. This role shall be required throughout the length of the Agreement.
     2. The Supplier shall provide the Authority with full security accreditation documentation for the CAFM system in accordance with HMG Infosec Standards, including but not limited to the Residual Risk Assessment Method (IS1).
     3. The Supplier shall initially be required to provide, as appropriate, the following security accreditation documentations:
        1. RMADS (Risk Management Accreditation Document Set) for the appropriate Business Impact Level; or
        2. ISO 27001:2013 or;
        3. ISO 27001:2005 with evidence of transition to ISO 27001:2013 via a Statement of Applicability; or
        4. Cyber Essentials; see <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>; and
        5. Cyber Essentials Plus certification (or willingness to work towards) see <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>.
     4. The Supplier shall submit the documents specified at 7.4.2 and 7.4.3 above, within 2 weeks of the Authority’s or Contracting Authority’s request.
     5. The Supplier shall conduct penetration testing on an annual basis, as required for Cyber Essentials Plus certification.
     6. The Supplier shall be required to comply with any new Government policy, standards and/or accreditation as may be required for any IT service and/or security, throughout the life of the Framework Agreement.
     7. Within two (2) weeks of the Call Off Commencement, or as specified by the Contracting Authority at Call Off stage, the Supplier shall develop and make available the following documents to the Department Security Officer:
        1. A systems security policy;
        2. A systems security architecture; and
        3. Secure operating procedures.
     8. The Contracting Authority reserves the right to perform a security audit of any part of the CAFM system at any time and at least on an annual basis. Unless there is believed to be a security breach (when no notice will be given), the Supplier shall be given at least 5 Working Days’ notice of a standard security audit.
     9. The CAFM system shall not be formally accepted until the Contracting Authority has agreed that all security design features have been properly implemented.
     10. The Supplier shall ensure that the CAFM system is able to incorporate the necessary safeguards to permit the operation of a restricted system in connection with provision of the Services. Should this be required by the Contracting Authority, the interfaces will adhere to more stringent requirements (as specified by the Contracting Authority at Call Off stage) for the secure transfer of data. Any such required changes shall be implemented by the Supplier pursuant to the provisions of this Framework.
     11. The Supplier shall provide passwords for accessto the CAFM system in accordance with the Contracting Authority’s IT security policy, as defined at Call Off stage and in accordance with the requirements of 4.9.1.19.
     12. The Supplier shall provide the Contracting Authority with the documentation and related procedures employed by the Supplier. The documentation shall be made available as per the Contracting Authority’s requirements, to be defined at Call Off stage.
     13. The Supplier shall arrange for and undertake any tests, including but not limited to independent third party tests, to allow the Supplier to provide accreditation of the ICT system used in connection with the provision of the Services. All costs for these tests are to be borne by the Supplier.
     14. The Supplier shall ensure that all testing to be undertaken by an independent third party shall be approved by CESG under the CESG Health Check Scheme (CHECK). Tests shall include penetration testing, network discovery, IT Security Health Check, document reviews and conformance testing, in addition to other tests specified by the Contracting Authority.
  2. **DATA SECURITY**
     1. The Supplier shall ensure that the Contracting Authority is able to control permissions for the access to records relating to the Services and the circumstances in which access is permitted to such records, as these records may contain commercially and operationally sensitive data. This restriction on access shall also be applied to external users.
     2. Passwords shall be stored securely at all times by the Supplier in encrypted form using a one-way encryption algorithm as stated in 4.9.1.19 (g).
     3. The Supplier shall ensure that any access to records relating to the Services and to records of all other activities involving the Supplier and related documents or data are retained for audit purposes, for a time period to be specified by the Contracting Authority at Call Off stage.
     4. The Supplier shall ensure that the security of records relating to the Services also includes the ability to protect them from data loss via backups and the ability to recover records from backups. The Supplier shall complete backups on a daily basis as a minimum.
     5. The Supplier shall ensure that access rights to any network provided by or on behalf of the Supplier to the Contracting Authority (’Supplier's Network’) or any applications delivered across the Supplier’s Network is not provided to individuals or entities without documented authorisation from a duly authorised employee of the Contracting Authority.
     6. The Supplier shall monitor all systems and applications provided for breaches or attempted breaches of security. Where an actual or attempted breach is identified, the Supplier shall report the breach to the Contracting Authority within one Working Day. Where a security breach identifies a failure in security of the ICT systems utilised in connection with the performance of the Services, the Supplier shall take immediate remedial action, and then subsequently agree permanent changes to the security policy to prevent a re-occurrence of the incident. The Supplier shall manage such above-mentioned security incidents, and shall report their occurrence to the Contracting Authority on a regular basis (to be defined at Call Off stage).
     7. The Supplier shall ensure all hardware used in connection with the performance of the Services has up-to-date anti-virus software provided to ensure a functional and secure information and communications technology environment. Anti-virus software shall also cover protection against malicious attack.
     8. The Supplier shall provide a service for the secure de-commissioning and removal of system equipment used in connection with the provision of the Services that has reached the end of its life, in line with HMG Information Assurance standards.
     9. In accordance with UK Government standards on decommissioning, the Supplier shall ensure that all sensitive data is removed from the storage and memory areas of system devices. For the avoidance of doubt but without limitation to the foregoing, ‘sensitive data’ shall include any personal data as defined in the Data Protection Act 1998.
     10. The Supplier shall ensure that all disposal of system equipment is undertaken via a company / method approved by Her Majesty’s Government for the classification level of the equipment concerned and in accordance with all relevant legislation.
     11. The Supplier shall ensure that changes to the type of data in terms of classification level shall be reviewed and agreed by the Accreditor, and that the risks to the data are acceptable as per Framework Schedule 8 – Framework, Service and Security Management.
  3. **PROVISION AND MANAGEMENT OF GATEWAYS AND FIREWALLS TO EXTERNAL SERVICES**
     1. Wherever the Supplier’s Network connects to other networks (internal or external), appropriate security shall be implemented to protect the network from malicious attack and unauthorised access.
     2. The Supplier shall inform the Contracting Authority when any changes are made to Supplier networks or connectivity which may affect access to Contracting Authority owned data.
     3. The Supplier shall liaise with other FM Suppliers to ensure that all network gateway connections between the Supplier's Network and other networks are maintained and fully functional.
     4. Gateways shall be specified and implemented by the Supplier in the Supplier’s Network to ensure sufficient bandwidth across each Gateway to meet the Contracting Authority's business needs.
     5. All gateways on the Supplier’s Network shall be regularly reviewed by the Supplier (not less than annually) and enhanced as appropriate by the Supplier to ensure that they continue to meet the needs of the Contracting Authority’s business.
     6. The Supplier shall provide the operating systems and applications to support the Services.
     7. The Supplier shall provide anti-virus software to protect the Supplier's Network(s) & network connected devices from all viruses that may be introduced by any means.
     8. Where there is a security upgrade or ‘bug fix’ to the above-mentioned operating systems and applications software, the Supplier shall be responsible for installing and rolling-out the same to all the above-mentioned network connected devices when such upgrade(s) become available or as soon as possible thereafter.
     9. The Supplier shall inform the Contracting Authority of any delays in ‘patching’ and updating.
     10. The Supplier shall actively monitor the availability of such upgrades and ensure that the Contracting Authority is protected from new threats as they emerge. Quarantine facilities for infected files shall be provided by the Supplier.
  4. **SYSTEM CONSTRAINTS**
     1. The Supplier shall not use systems that depend upon “ActiveX” controls or require a download and run executable codes on the Contracting Authority’s network.
     2. Where the Supplier’s CAFM system requires the installation of a reporting tool onto the Contracting Authority system in order for the Contracting Authority Representative to view the required information, it shall be vetted for suitability and will require systems implementation acceptance accreditation and packaging for desktop installation by the Supplier.
     3. The Supplier shall seek approval from the Contracting Authority prior to using externally delivered applications dependent upon Java script and/or ‘plug-ins’.

# BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR) – MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory Business Continuity and Disaster Recovery requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance (Helpdesk and CAFM) Service. Suppliers shall read this information in conjunction with the Call Off Contract Schedule 10.
  2. **OVERVIEW**
     1. The Supplier shall integrate the Contracting Authority’s requirements into the Service in relation to Business Continuity and Disaster Recovery, including but not limited to the requirement on the Supplier to develop, review, test, change and maintain a Business Continuity and Disaster Recovery Plan (the ‘BCDR Plan’).
     2. The BCDR Plan shall be submitted by the Supplier to the Contracting Authority within thirty (30) days or by the end of the Mobilisation Period, or as agreed with and approved by the Contracting Authority.
     3. The Business Continuity and Disaster Recovery support associated with the Services shall be at no extra charge.
     4. The BCDR Plan shall detail the processes and arrangements that the Supplier shall implement and the procedures that the Supplier shall follow in respect of the following:
        1. The Business Continuity element of the BCDR Plan shall consist of:
           1. Ensuring that the Supplier is able to maintain an appropriate level of service in the event of a Core Service Failure or disruption, however caused, to the Services, to enable the Contracting Authority and the FM Supplier(s) to continue to operate without disruption to their ‘business as usual’ activities (e.g. by reverting to manual based operations systems or transfer to a replacement system).

* + - * 1. Ensuring that all IT services / systems are restored within four (4) hours and that all data is resubmitted into the CAFM system within twenty-four (24) hours from the commencement of the loss of Service, or as defined at Call Off stage.
        2. Planning for any failure or disruption to the Services from any source and addressing the various levels of Core Service Failure or disruption (from minimal failure through to total failure).
        3. In the event of a failure or disruption of the Services the Supplier guarantees to the Contracting Authority that there shall be no loss of Contracting Authority data and that the Services shall be maintained in accordance with the Service Levels at all times during periods of failure or disruption of the Services.
      1. The Disaster Recovery element of the BCDR Plan shall consist of:
         1. Ensuring that, in the event of a Disaster, recovery of the Services is achieved within the time frames specified in accordance with the BCDR Plan to enable the Services to resume to meet the required Service Levels;
         2. Ensuring that the Services are available after the Disaster Recovery element of the BCDR Plan is invoked in accordance with the Call Off Contract;
         3. The Disaster Recovery element does not apply to failure or disruption of the Services arising from scheduled maintenance, hardware or software upgrades (provided always that such maintenance and upgrades are provided and performed in accordance with the Call Off Contract), programme failure, database corruption or short term equipment failure;
         4. In the event of a Core Service Failure or disruption arising from a Disaster, the Supplier shall ensure that any loss of or disruption to the Services shall not exceed the level identified in the BCDR Plan and that there shall be no loss of data or degradation of data integrity in respect of the system or software used to provide the Services;
         5. Ensuring that the Supplier is able to maintain an appropriate level of service in the event of a Core Service Failure or disruption, howsoever caused, to the Services to enable the Contracting Authority and the FM Supplier(s) to continue to operate without disruption to their ‘business as usual’ activities.
  1. **DEVELOPMENT AND AMENDMENT OF THE PLAN**
     1. The Supplier shall ensure the BCDR Plan (and the risk analysis on which it is based) in place at Call Off Commencement is reviewed every six (6) Months, or a frequency agreed during Call Off stage, or where there is a significant change to the Services. Each review shall generate a report which shall be submitted to the Contracting Authority within ten (10) Working Days of completion or as determined by the Contracting Authority at Call Off stage. All BCDR Reviews shall:
        1. be conducted in conjunction with the Contracting Authority and the FM Supplier(s);
        2. review the procedures and methodologies; and
        3. assess the suitability of the procedures and methodologies in the event of any change to the Services or business processes made in the previous six (6) Month period, or the occurrence (or likely occurrence) within the previous six (6) Month period of any event, that may increase the likelihood of implementation of the BCDR Plan.
     2. The Supplier shall undertake additional reviews of the BCDR plan where the Contracting Authority considers it necessary, including in circumstances where there has been any change to the Services or business processes, or on the occurrence of any event which may increase the likelihood of implementation of the BCDR Plan. These additional reviews shall be undertaken at the Supplier’s expense.
     3. At the request of the Contracting Authority, the Supplier shall amend the BCDR Plan to ensure that it is consistent with the Business Continuity and Disaster Recovery plans of the Contracting Authority’s appointed FM Supplier(s). The Supplier shall have responsibility for liaising with the Contracting Authority and FM Supplier(s).
     4. The Supplier shall, at the reasonable request of the Contracting Authority, make amendments to the BCDR Plan in circumstances where it is not possible for the Contracting Authority to communicate the reasons for such changes.
  2. **TESTING**
     1. The Contracting Authority shall require the Supplier to undertake tests, or assist the Contracting Authority’s nominated representative(s) in undertaking tests, of some or all aspects and procedures in the BCDR Plan at any time, provided always that the Contracting Authority shall give the Supplier written notice of the tests it requires to be undertaken by the Supplier, or the assistance required from the Supplier, and the date on which any such tests shall take place. The Contracting Authority and its FM Supplier(s) shall be entitled to participate in any such tests.
     2. The Supplier shall, at no additional cost to the Contracting Authority, deliver two (2) tests of the BCDR Plan in each Year of the Call Off Contract. Where the Contracting Authority reasonably considers that there is a significant change necessitating further testing, the Supplier shall co-operate fully with such testing. Costs for additional tests shall be borne by the Contracting Authority unless the BCDR Plan fails the additional test, in which case the Contracting Authority and the Supplier’s costs of the failed test shall be borne by the Supplier.
     3. The Supplier shall liaise with the Contracting Authority in respect of the planning, testing and review of each test, and shall comply with the requirements of the Contracting Authority. Each test shall be carried out under the supervision of the Contracting Authority and the Supplier shall provide a comprehensive written report, highlighting outcomes, shortfalls and proposals for remedying failures and shortfalls, within ten (10) Working Days of the completion of testing.
     4. Where authorised by the Contracting Authority, the Supplier shall provide accelerated services to accommodate emergency situations. The Supplier shall ensure that within one month of the provision of such accelerated services all relevant documentation for the Contracting Authority will be provided retrospectively. The requirement for this service will be restricted to emergency situations.

# ASSURANCE MANAGEMENT – MANDATORY REQUIREMENTS

* 1. This paragraph describes the mandatory assurance requirements that the Supplier is obligated to fulfil as part of the delivery of the FM Assurance Services Agreement.
  2. The Supplier shall at all times during the Framework Agreement and the term of any Call Off Contract comply, with the relevant standards, including but not limited to:
     1. A Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent.
     2. An Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent.
     3. An Information Security Management System supported by the International Organisation for Standardisation ISO 27001:13 or ISO 27001:2005 transitioning to ISO 27001:13, or equivalent and statement of applicability.
     4. ISO/IEC 20000 certification which shall be underpinned by a recognised framework for accepted IT service management best practice such as ITIL (IT Infrastructure Library).
     5. Compliance with a minimum of Impact Level 2 of the HMG IA Standard no 1.
     6. Provision of a CAFM system in accordance with HMG Infosec Standards (IS1).
     7. Compliance with Civil Estate Co-ordination Agreement (CECA) standards, where relevant.
     8. A BCDR Plan supported by:
        1. The Centre for the Protection of National Infrastructure (CPNI) standards;
        2. ISO 22301:2014 ‘Business Continuity Management Systems’ and ISO 22313:2012 ‘Business Continuity management Systems Guidance’.
  3. When delivering the Services, compliance with legislation includes, but is not limited to, the following statutes:
     + 1. Official Secrets Act 1989;
       2. Computer Misuse Act 1990;
       3. Police and Criminal Evidence Act 1984 ;
       4. Copyright, Design & Patents Act 1988;
       5. Data Protection Act 1998;
       6. Human Rights Act 1998;
       7. Electronic Communications Act 2000;
       8. Freedom of Information Act 2000
       9. Regulation and Investigatory Powers Act 2000;
       10. Private Security Industry Act 2001;
       11. Laws on import and export of hardware for performing cryptographic functions;
       12. the Equality Act 2010 and
       13. Health and Safety at Work Act 1974.

# CUSTOMER SATISFACTION AND COMPLAINTS HANDLING – MANDATORY REQUIREMENTS

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* 1. This paragraph describes the Customer Satisfaction and Complaints requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance Services Agreement.
  2. **CUSTOMER SATISFACTION**
     1. The Supplier shall ensure that they have processes in place to deliver customer satisfaction and man manage the handling of complaints, service failures and recalls, ensuring that customer satisfaction is provided to the Contracting Authority, stakeholders and Service Users. This will include chasing and/or escalating Work Orders, as appropriate.
     2. The Supplier shall provide and manage the following methods of Customer Satisfaction measurement:
        1. Customer Satisfaction for Helpdesk and FM:
           1. The Supplier shall conduct an electronic customer satisfaction survey following the closure of each Work Order. The survey shall determine:

The Service User’s level of satisfaction in relation to the management of the Work Order by the Helpdesk;

Whether the Work Order was completed;

FM Supplier delivery and standard of services, through to closure of the Work Order; and

Where applicable the Helpdesk will re-open any Work Orders which the Service User deems to be incomplete.

* + - * 1. The Supplier shall report the results to the Contracting Authority on a Monthly basis.
      1. Customer Satisfaction for FM Service Delivery;
         1. The Supplier shall conduct regular and proactive customer satisfaction surveys on all non-reactive Services provided by each of the FM Suppliers. The survey shall be completed based on the Contracting Authority’s requirements, to be defined at Call Off stage.
         2. The survey shall include all elements of Service delivery including but not limited to the Helpdesk and arrangements for the management of the FM Services, results of which shall be analysed, interpreted with recommendations and presented to the Contracting Authority by the Supplier.
      2. Customer Satisfaction for ad hoc requirements;
         1. The Supplier shall carry out ad hoc customer satisfaction surveys as requested by the Contracting Authority. The format, method and sample size of each survey will be defined by the Contracting Authority;
         2. The Supplier shall produce a Monthly report to the Contracting Authority, in a format specified by the Contracting Authority indicating the results from the surveys as detailed at paragraph 6.10.1;
         3. The Supplier shall employ a broad range of survey techniques in order to ensure that a representative sample of a diverse range of Service Users, at all levels within the Contracting Authority’s organisation, receive and are able to respond to the survey;
         4. The Supplier shall conduct a survey, which facilitates the measurement of the FM Supplier’s performance against the customer satisfaction KPIs;
         5. The Supplier shall provide the Contracting Authority with annual continuous improvement plans to consistently raise customer satisfaction with the Supplier’s Services in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking).
  1. **COMPLAINTS (HELPDESK AND FM)**
     1. The Supplier shall record, quantify and manage complaints from Service Users and FM Suppliers in respect of the Services, the performance of the FM Suppliers, or any other property and Facilities Management related service.
     2. All complaints shall be logged and managed through the CAFM system.
     3. The Supplier’s complaints process, agreed in conjunction with the Contracting Authority, shall detail how the Supplier shall manage the complaint, from initiation to satisfactory completion, including but not limited to any necessary escalation to the Contracting Authority. This process shall be specified by the Contracting Authority at Call Off stage.
     4. The Supplier shall escalate any complaint relating to any relevant Service Level in a Work Order which has not been resolved within the required timescales as detailed in Annexes B to D below and defined within Schedule 6 of the Call Off Contract to the Contracting Authority’s appropriate management team for the Affected Property via a weekly complaints report. If the required timescales are not achieved, complaints shall be escalated to the Contracting Authority senior management team. The final content and format for the report will be specified by the Contracting Authority at Call Off stage.

# MOBILISATION – MANDATORY REQUIREMENTS

* 1. This paragraph describes the Mobilisation requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance Services Agreement.
  2. The Supplier shall create a Mobilisation Plan, to be agreed by the Contracting Authority prior to commencement of the Mobilisation Period, for performing the requirements of the Mobilisation Period including but not limited to key milestones and dependencies. The Mobilisation Plan shall include but not be limited to:
     1. Scope and Service objectives;
     2. Approach to Mobilisation;
     3. A method statement for meeting the Contracting Authority's requirements to include a management structure. This shall detail management roles, responsibilities, job descriptions and reporting structures (a detailed organogram is expected as a minimum requirement);
     4. Any Contracting Authority delegated approvals process;
     5. Allocation of budget responsibilities within the organogram or hierarchy;
     6. Resource profiles for delivery of the Services (with a proactive focus on staff retention and Supplier Personnel training and development);
     7. Operational Working Hours and availability of managers and employees;
     8. Provision of training and documentation for the Contracting Authority and the FM Suppliers to fulfil contract obligations;
     9. Performance monitoring plan;
     10. Helpdesk system capability, performance and overall management procedures, including but not limited to interfaces with other systems;
     11. Change control procedures to be defined and agreed;
     12. Management Information systems and report production;
     13. Agreement of Monthly monitoring report format with the Contracting Authority;
     14. Self-monitoring procedures;
     15. Annual meeting timetable including but not limited to proposed attendees and sample agendas;
     16. Monthly meeting details including but not limited to level of attendees;
     17. Customer satisfaction survey and complaints procedures;
     18. Quality Assurance procedures;
     19. Security clearances for all staff as required;
     20. Setting up of authorisation protocols and priority ratings;
     21. Setting up of KPIs and SLAs (Supplier and FM Suppliers);
     22. Setting up of FM Suppliers response and rectification times, as outlined in Annex B Helpdesk Response Times and Annex C Service Delivery Response Times;
     23. Interfaces with the Contracting Authority emergency procedures including but not limited to Business Continuity and Disaster Recovery planning which the Supplier shall contribute to;
     24. Mobilisation procedures for Service commencement relating to any TUPE transfers and proposals for any in-situ transfer requirements involving any and all staff and Contracting Authority management orientations;
     25. Management and supervision outside the Operational Working Hours;
     26. Process and charging mechanism for requesting additional works by the Contracting Authority; and
     27. Sustainable development and environmental management (where applicable).
  3. During the Mobilisation Period the Supplier shall:
     1. Work with the incumbent Supplier and Contracting Authority to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
     2. Mobilise all the required Services specified within the Call Off Contract;
     3. Detail how they will work with the incumbent Supplier and the Contracting Authority Representative to transfer and load up Asset Data;
     4. Agree a training programme with the Contracting Authority as an initial deliverable within the first two weeks of Mobilisation;
     5. Liaise with the incumbent Supplier to enable the full completion of the Mobilisation Period activities;
     6. Produce and implement a communications plan, to be agreed with the Contracting Authority, including but not limited to the frequency, responsibility for and nature of communication with the Contracting Authority and end users of the Services;
     7. Ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between incumbent Supplier and the Supplier;
     8. Construct and maintain a mobilisation risk and issue register in conjunction with the Contracting Authority;
     9. Report progress to the Contracting Authority against the Mobilisation Plan.
     10. Attend progress meetings in accordance with the Contracting Authority's requirements during the Mobilisation Period (frequency to be agreed upon Call Off Commencement Date). Mobilisation meetings shall be chaired by the Contracting Authority and all meeting minutes shall be kept and published by the Supplier.
     11. Familiarise itself with the Contracting Authority's Affected Properties and the needs of the Building Users. The Supplier shall ensure that it is appropriately equipped to deal with the level of liaison that will be involved with the Building Users in this period and the complexity and diversity of their operating methods.
  4. The Supplier shall effectively mobilise the Services required by the Contracting Authority during the Mobilisation Period.
  5. The Mobilisation Period will be agreed between the Contracting Authority and Supplier at Call Off stage.
  6. During the Mobilisation Period, the incumbent Supplier shall retain full responsibility for all existing Services until the Service Commencement Date or as otherwise formally agreed with the Contracting Authority. The incoming Supplier's full Service obligations shall formally be assumed on the Service Commencement Date as set out within the Call Off Contract.
  7. The Supplier shall work cooperatively and in partnership with the Contracting Authority, incumbent Supplier, and other FM Supplier(s) where applicable to understand the scope of Services to ensure a mutually beneficial handover of Services.
  8. The Supplier shall work closely with the Contracting Authority whilst undertaking the Mobilisation, in order to achieve accuracy of Facilities Management information.
  9. The Supplier shall ensure that the requirements for full access to Supplier’s records are achieved, for on-going audit/information purposes.
  10. **CAFM SYSTEM AND ASSET DATA**
      1. As specified by the Contracting Authority, the Supplier shall work closely with the FM Suppliers during the Mobilisation Period, who will produce and maintain a contract fixed Asset register which shall be compiled as a minimum from condition surveys, location surveys, operating and maintenance manuals and all Asset register details entered into the CAFM system at the Affected Property.
      2. The Supplier shall work with the incumbent Supplier to facilitate a transfer of all Asset Data and historical maintenance Data into the new CAFM system during the Mobilisation Period ready for Service Commencement Date.
      3. As specified by the Contracting Authority, the Supplier work closely with the FM Suppliers who shall ensure, via Asset verification or by other means, that all Assets held on Affected Properties not being transferred from the incumbent Supplier are uploaded into the CAFM system during the Mobilisation Period.
      4. A definitive list of PPM, hard and soft services and statutory inspection services work types shall be agreed between the Contracting Authority, the FM Suppliers and the Supplier during Mobilisation.
      5. The Supplier shall ensure that the FM Suppliers have sufficient capacity available for service delivery of all Affected Properties in accordance with the Planned Preventative Maintenance (hard and soft services) schedule which details all required maintenance activities for the first twelve (12) Months of the Call Off Contract to be uploaded to the CAFM system.
      6. The Supplier shall ensure that during the Mobilisation Period all Business Critical Assets are denoted as critical within the CAFM system, to ensure that the correct Helpdesk Service Levels are applied. Where this information is not available or incomplete, the Supplier shall liaise with the FM Supplier who shall assess the scope of the Asset and advise the Supplier and the Contracting Authority where there are Business Critical Assets or Assets requiring maintenance.
      7. During the Mobilisation Period the Supplier shall liaise with the Contracting Authority to ensure that its proposed systems can interface with existing systems.
      8. The Supplier shall work with the Contracting Authority's IT supplier for the establishment of the CAFM system and for the provision of information on the Contracting Authority's intranet. The Supplier shall provide the CAFM system for the Contracting Authority and at the end of the Call Off Contract Period, or in the event of termination of the Call Off Contract for any reason, ownership of the CAFM system data shall remain with the Contracting Authority.
      9. During the Mobilisation Period the Supplier shall be responsible for implementing the full CAFM system with the assistance of the Contracting Authority's IT Supplier in accordance with the Contracting Authority's requirements.
      10. The Supplier shall ensure that full CAFM system training is provided to all Supplier Personnel, Contracting Authority Representatives and other FM Suppliers where applicable prior to Service Commencement Date.
      11. The Supplier shall ensure that all Supplier Personnel are fully trained and ready to operate the Helpdesk at the Service Commencement Date.
      12. The Supplier shall ensure that all appropriate information required for a successful mobilisation and transition of Service delivery is obtained from the incumbent Supplier before the Service Commencement Date.
      13. The Supplier shall be aware that the Contracting Authority cannot guarantee the completeness or accuracy of any information provided by the Contracting Authority, or that of the incumbent Supplier.
      14. The Supplier shall ensure a timely build of all IT platforms in their CAFM system to meet the requirements triggered by the Service Commencement Date.
      15. The Supplier shall ensure that the following system capability is fully developed prior to the Service Commencement Date:
          1. Helpdesk (as detailed in paragraph 5 – Helpdesk);
          2. Asset control; and
          3. Cost control.
      16. The Supplier shall ensure that the CAFM system has the ability to perform all Services within the CAFM system prior to the Service Commencement Date following Mobilisation.
      17. The Supplier shall ensure that the CAFM system is sufficiently populated at the Service Commencement Date to accommodate all required maintenance activities within the Planned Preventative Maintenance schedule for each Affected Property.
  11. **SECURITY DURING THE MOBILISATION PERIOD**
      1. The Supplier shall ensure that all Supplier Personnel have the necessary security clearance in place before the Service Commencement Date. The Supplier shall ensure that the period required to obtain security clearance is reflected in the Mobilisation Plan.
      2. Supplier Personnel shall not access the Contracting Authority's IT systems, or any IT systems linked to the Contracting Authority's IT systems, unless they have satisfied the Contracting Authority's security requirements.
      3. The Supplier shall be responsible for providing all necessary information to the Contracting Authority to facilitate security clearances for the Supplier Personnel in accordance with the Contracting Authority's requirements.

# EXIT AND TRANSFER – MANDATORY REQUIREMENTS

# 

* 1. This paragraph describes the exit and transfer requirements that the Supplier shall be obligated to fulfil as part of the delivery of the FM Assurance Services Agreement.

* 1. The Supplier shall ensure that they work closely and co-operatively with the Contracting Authority to ensure a smooth and effective handover of responsibility for the provision of all or part of the Services and data from the Supplier to the incoming supplier where all or part of the Services and Data required cease to be provided by the Supplier in accordance with the replacement contract.
  2. The Supplier shall provide an agreed exit process to enable the Contracting Authority to transfer to a different Supplier and to retrieve their data.
  3. The Supplier shall agree an exit and transfer plan with the Contracting Authority which, shall address the following, as a minimum, but not limited to:
     1. the data standards that will be in use (within the Service);
     2. a commitment to returning all consumer generated data (e.g. content, metadata, structure, configuration etc.) and a list of the data that will be available for extraction. Where there is likely to be a risk of confusion, data that will not be available for later extraction will also be published;
     3. the formats/standards into which data will be able to be extracted and a list of other common services/technologies for which an export/import mechanism is available;
     4. confirmation that the Supplier will purge and destroy (as defined in security accreditation for different ILs) Contracting Authority data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Call Off Contract and the subsequent extraction of Contracting Authority data (if requested by the Contracting Authority); and
     5. Any data to be transferred will be detailed by the Contracting Authority at Call Off stage and in addition to live data may include, archived data, uploaded files and documents and audit trail information.
  4. The Supplier shall provide appropriate handover support to any incoming supplier including but not limited to allowing access during the incoming supplier's Mobilisation Period to allow timely sharing of information.
  5. The Supplier shall ensure that during the transition from the Supplier to the incoming supplier(s) that all Services and systems are maintained with the minimum disruption to the Contracting Authority.
  6. The Supplier shall ensure that after the Service Commencement Date the Supplier shall agree a detailed exit and transfer plan with the Contracting Authority within a period to be defined by the Contracting Authority. The Supplier shall ensure that this plan is reviewed at intervals (intervals to be defined by the Contracting Authority) throughout the duration of any Call Off Contract or at such frequencies as requested by the Contracting Authority.
  7. Where requested by the Contracting Authority, the Supplier shall provide such information as is required for the Contracting Authority to aid due diligence and run a competitive tender for re-supply of the Services.
  8. Where the Contracting Authority notifies the Supplier of the intent to terminate the Call Off Contract, or at an agreed time prior to expiry of the Call Off Contract, the Supplier shall act reasonably and in good faith to work with the Contracting Authority to develop an exit and transfer plan to transfer the Services and data to the Contracting Authority or the incoming supplier(s).
  9. The Supplier shall be responsible for maintaining the exit and transfer plan and updating the risk management plan ensuring that this is made available to the Contracting Authority as and when requested.
  10. The Supplier shall allocate a Supplier Representative who will be responsible for managing the exit and transfer plan as finalised and agreed between the Supplier and the Contracting Authority.
  11. The Supplier shall co-operate and act reasonably with the Contracting Authority and any third parties to ensure that the delivery of the required Services is not negatively impacted during the transition period including ensuring that the same levels of Supplier Personnel for each activity are maintained during the transition period between the end of the Call Off Period and the beginning of the Contracting Authority's new contract with the incoming supplier(s).
  12. The Supplier shall allow reasonable access to any incoming supplier(s). Access requirements will be defined by the Contracting Authority prior to any transition period to a new contract.
  13. The Supplier shall ensure that they continue to provide the required reports and MI requirements as stated within this Schedule 2 and Framework Schedule 9 (Management Information) during the transition period to an incoming supplier.
  14. The Supplier shall apply to the Contracting Authority for access to Affected Properties where de-installation of equipment is required.

# 13. ADDITIONAL REQUIREMENTS

* 1. This paragraph describes the additional requirements that the Supplier may be required to fulfil as part of the delivery of the FM Assurance (Helpdesk and CAFM) Services, where required by the Contracting Authority.
  2. **CAFM SYSTEM FUNCTIONAL REQUIREMENTS**
     1. The Supplier shall, if requested by the Contracting Authority, be required to ensure that the CAFM system has the ability to track and maintain core facilities activities including but not limited to:
        1. Strategic planning - real estate, business operations, headcount requirements, forecasting future space;
        2. Space planning & management - allocations, inventory, churn;
        3. People management – occupancy rates, staff;
        4. Capital project management - construction/renovation, large scale move management;
        5. Lease management - property financial data (rentals and insurances);
        6. Business Asset management – equipment holdings, furniture, telecommunications, cabling management, depreciation of Assets; and
        7. Building information management – integration and interaction with other programs.
     2. If requested by the Contracting Authority, the Supplier shall ensure the CAFM system has the capability to store all Affected Property related documents including but not limited to contracts, lease agreements and Health and Safety documents including but not limited to, Word, PDF, Excel, and CAD formats.

# ANNEX A – IN SCOPE SERVICES

# 

1. **INTRODUCTION**
   1. The table below details the range of in scope Services that shall be provided by the FM Supplier.
2. **IN SCOPE SERVICES**

|  |  |  |
| --- | --- | --- |
| Work Type | Sub Service | Repair Type |
| Reactive | Access Control | Powered door/gate/shutter - fault/failure |
| Powered traffic barrier fault |
| Traffic hydraulic ramp fault |
| Reactive | Air Conditioning | Fault / Failure |
| Leak |
| Room temperature too cold |
| Room temperature too hot |
| Reactive | Controls | BMS - alarm |
| BMS - fault |
| Seasonal settings not changed |
| Service Failure - Clock not adjusted for BST/GMT |
| Reactive | Electrical | Clock fault |
| Distribution/Fuse board - damage/faulty |
| Emergency lighting - damage / fault / failure |
| Lighting - damage / fault / failure |
| Lightning protection systems |
| PAT Testing |
| Power Cuts/Failures |
| Powered signage - Cleaning |
| Powered signage - damage / failure |
| Smoke or smell of burning |
| Sockets / other fittings - damage / fault / failure |
| Reactive | Fire | Alarm - False activation |
| Alarm - Fault |
| Alarm - Replacement callpoint glass |
| Alarm or detection system - Damage |
| Fire suppression systems - Activation |
| Fire suppression systems - Fault/leak |
| Sprinkler system - Activation |
| Sprinkler system - Fault/leak |
| Reactive | Fuel Storage | Dispensing equipment - Damage |
| Dispensing equipment - Fault/failure |
| Gas bottle - Damage/fault |
| Leak/Spillage - Oil |
| Leak/Spillage - Vehicle Fuel |
| Stock - empty / low |
| Stock - Level alarm activation |
| Reactive | Heating | Combined Heat & Power (CHP) unit failure/fault |
| Fault / failure |
| Leak |
| Leak - Gas |
| Room temperature too cold |
| Room temperature too hot |
| Reactive | Hot Water | Water too cold / Too hot |
| Reactive | Kitchen Services | Equipment fault |
| Equipment gas leak |
| Winged insect killer fault |
| Reactive | Pressure Vessels | System Fault / failure / leak |
| Reactive | Security & Communications Systems & Equipment | Access control system fault |
| Audio induction loop fault |
| CCTV fault |
| Custody cell alarm fault |
| Intercom/PA fault |
| Panic/security alarm fault |
| Radio/TV communications equipment/mast fault |
| Telephony Equipment in Telephone Equipment Rooms (TER) |
| Transmission and Receiving Equipment |
| TVs/Aerials fault |
| Reactive | Specialist | Domestic appliance fault |
| Gymnasium equipment fault |
| Meter reading required |
| Some Elements of Sports Club Equipment |
| Water cooler fault |
| Reactive | Standby Power | Generator Fault / Failure |
| UPS Fault / Failure |
| Reactive | Statutory Inspections | Statutory Inspections - Copy certificate request |
| Reactive | Ventilation | Fault / Failure |
| Reactive | Vertical Transportation | Boat/vehicle hoists/lifts - Faulty / failure |
| Cradle - Faulty / failure |
| Disabled lift - Faulty / failure |
| Dock leveller - Faulty / failure |
| Entrapment |
| Escalator - Faulty / failure |
| Goods lifts/hoists - Faulty / failure |
| Materials hoists - Gin wheel faults |
| Passenger Lifts - Faulty / failure |
| Reactive | Waste And Drainage | Sewage equipment fault |
| Sewage level alarm activation |
| Sump level alarm activation |
| Sump pump fault |
| Reactive | Water | Drinking fountain fault - Mains supplied |
| Water booster pump failure |
| Water tank installation faulty |
| Water tank leak |
| Hot Water Plumbed Tea Point Boilers |
| Water warning pipe flowing |
| Reactive | Water Treatment | Swimming pool dosing plant fault |
| Swimming pool- other plant fault |
| Reactive | Boarding Up | Boarding Up |
| Reactive | Custody suites | Cell door faults |
| Cell fixtures faults |
| Cell lock faults |
| Prisoner ablutions faults |
| Reactive | Decoration - External | Poor condition or damaged |
| Reactive | Decoration - Internal | Poor condition or damaged |
| Reactive | Disabled access ramp | General faults/damage |
| Slip hazard |
| Reactive | Doors - Internal | Fittings/Locks/keys |
| General faults/damage |
| Security door faults |
| Reactive | Doors & Shutters - External | Fittings/Locks/keys |
| General faults/damage |
| Manual revolving door faults |
| Security door faults |
| Reactive | Drains - External | Damaged/overflowing manhole covers |
| Flooding |
| Fuel/Oil interceptor overflowing |
| General faults/damage |
| Sewage Treatment Plant Satec Unit |
| Reactive | Drains - Internal | Damaged/overflowing manhole covers |
| Flooding |
| General faults/damage |
| Leak/Blockage |
| Macerator fault |
| Waste disposal system faults |
| Reactive | Fire Services | Dry riser or foam inlet |
| Fire door/shutter - Activation |
| Fire door/shutter - Fault/damage |
| Fire equipment - Additional requirement |
| Fire equipment - Damage/fault/leak |
| Fire equipment - Replace or recharge extinguisher or blanket |
| Signage - Missing/damaged |
| Reactive | Fixtures and fittings - Internal | Blinds and curtain tracks |
| Counters/general joinery |
| Furniture repairs |
| Furniture supply |
| General faults/damage |
| Gymnasium fixed equipment |
| Noticeboards / whiteboards |
| Shopfittings |
| Signage |
| Reactive | Handyman | Handyman General Minor Work |
| Reactive | Floor finishes | General faults/damage |
| Reactive | Glass | External broken/cracked window/door |
| Internal broken/cracked window/door |
| Rooflight cracked or broken glass |
| Reactive | Plumbing Installations | Sinks, Basins, Baths and Showers |
| W.C.s & urinals |
| Reactive | Roofs | Drainage - Gutters and downpipes |
| Leaks |
| Ponding |
| Roof damage - Flat |
| Roof damage - Pitched |
| Reactive | Security | General security faults |
|  |  | Locks/keys |
|  |  | Manual gate / traffic barrier faults |
|  |  | Security mirrors |
| Reactive | Signage | General faults/damage |
| Reactive | Stairs - External fire escape | General faults/damage |
| Slip hazard |
| Reactive | Stairs - Internal | General faults/damage |
| Reactive | Steps - External | General faults/damage |
| Slip hazard |
| Reactive | Swimming pools | General faults/damage |
| Leaks |
| Slip hazard to surroundings |
| Reactive | Walls - External | Cladding |
| Damp |
| General faults/damage |
| Reactive | Walls/partitions - Internal | Damp |
| General faults/damage |
| Reactive | Water | Burst pipe/tank |
| Leak |
| Loss of water supply |
| Water supply contamination |
| Reactive | Windows | Fittings/locks/keys |
| General faults/damage |
| Shopfronts |
| Solar/security film |
| Reactive | Hospitality | Hospitality |
| Reactive | Service Failure | Hygiene |
| Meals |
| Replacement Chef |
| Reactive | Staff Restaurant | Staff Restaurant |
| Reactive | Vending | Vending |
| Reactive | Additional attendance | Periodic sanitary disposal unit emptying |
| Reactive | Body fluids | Decontamination of cells |
| Decontamination of general areas |
| Decontamination of vehicles |
| Reactive | Carpets | Carpet spot cleaning |
| Reactive | Cleaning Service | Barrier Mats |
| Carpet deep cleans |
| Curtains / drapes / bomb blast curtains |
| External Cleaning |
| Housekeeping Service |
| IT equipment - Keyboards, PCs, etc. |
| Scenes of crime / suicides |
| Special cleans |
| Surge events |
| Telephone Sanitisation |
| VIP or additional cleans |
| Window Cleaning - External |
| Window Cleaning - Internal |
| Reactive | Consumables | Replenishment |
| Reactive | Consumables Service | Air fresheners and perfume |
| Feminine vending units |
| Reactive | Graffiti | External surfaces of buildings |
| Internal surfaces of buildings |
| Reactive | Incidents | Flood damage |
| Sewage contamination |
| Reactive | Service Failure | Clean cell blankets not available |
| Clean serviced accommodation linen not available |
| Consumables - Out of stock |
| Daily cleaner - Non-attendance |
| General cleaning - Quality issues |
| Periodic cleans - Non-attendance |
| Periodic cleans - Quality issues |
| Periodic sanitary disposal unit emptying - Non-attendance |
| Periodic Window cleaning - Non-attendance |
| Periodic Window cleaning - Quality issues |
| Reactive | Spillages | Spillages of any kind |
| Reactive | Ancillary Structures | Street furniture |
| Reactive | Landscaping | Ad-hoc services such as re-turfing of lawns |
| General Planting |
| Planting for functions and events |
| Provision of internal flower displays |
| Reactive | Mature Tree Maintenance | Any remedial work undertaken to Mature Trees. |
| Approved maintenance works |
| Reactive | Paving | Damage to aircraft paved areas |
| General faults/damage to roads and paved areas |
| Traffic calming/stopping systems |
| Reactive | Responsive Service | Removal of fallen trees, graffiti, diesel spills, etc. |
| Reactive | Service Failure | External Cleanliness |
| Mature Tree Maintenance |
| Memorial Garden Maintenance |
| Soft landscaped areas |
| Sports Grounds |
| Reactive | Trees on adjacent sites identified as posing a risk | Surveys required to trees on adjacent sites to the Client Estate |
| Reactive | Walls/fences/gates | General faults/damage |
| Loss of perimeter security |
| Reactive | Winter Gritting | Additional Service |
| Provision of Bins |
| Replenish rock salt to self-help bins |
| Reactive | Internal Messenger Service | Internal Messenger Service |
| Reactive | Mail Service | Mail Service |
| Reactive | Pest Control | Birds |
| Insects |
| Other |
| Rodents / Mammals |
| Reactive | Pest Control | Bats |
| Cockroaches |
| Foxes |
| Grey Squirrels |
| Rats & Mice |
| Wasps & Hornets |
| Reactive | Service Failure | Pigeon Deterrent - Non-attendance |
| Stables treatment - Non-attendance |
| Reactive | Specialist Service | Distemper |
| Geese |
| Mange & Parvovirus |
| Ringworm |
| Reactive | Goods movement | Furniture movement and assembly/disassembly |
| Heavy items greater than 25kg |
| Internal collection and delivery |
| Reactive | Additional Service | Call Out |
| Reactive | Concierge | Concierge |
|  |
| Reactive | Reception | Permanent Passes |
| Reactive | Service Failure | Non-attendance |
| Reactive | Switchboard | Switchboard |
| Reactive | Manned Guarding | Call Out |
| Remote Alarm Monitoring |
| Remote CCTV Monitoring |
| Reactive | Security | IDS / Security System Maintenance |
| Key Holding |
| Parking Management |
| Passes & Access Control |
| X-ray portable |
| X-ray fixed |
| Reactive | Service Failure | Manned Guarding - Non-attendance |
| Mobile Security Patrols - Non-attendance |
| Reactive | Hazardous | Asbestos |
| Batteries |
| Clinical Waste (hard) |
| Clinical Waste (soft) |
| Fridges/freezers |
| Lighting Tubes and bulbs |
| Other suspected hazardous waste |
| Paints, Oils and Chemicals |
| Provision of Sharps Bins |
| Scrap Vehicles |
| Vehicle Components |
| Visual Display Units |
| Reactive | Non-Hazardous | Bagged Confidential Paper Waste |
| Furniture |
| General Office Waste |
| ICT Equipment |
| Kitchen Oil |
| Local Collection |
| Recyclable Office Waste |
| Reactive | Service Failure | Confidential Waste - Missed Collection |
| General Waste - Missed Collection |
| Hazardous Waste - Missed Collection |
| Recyclable Waste - Missed Collection |
| Planned | Access Control | Auto/Manual Doors |
| Vehicular Control |
| Planned | Air Conditioning | Air Conditioning & Cooling |
| Chiller |
| Pressurisation Unit (Cooling) |
| Planned | Asbestos | Annual Asbestos Checks |
| Planned | Controls | Automatic Controls |
| Planned | Electrical | Battery Charger |
| Fixed Electrical Equipment |
| Lighting |
| Lightning Protection Systems |
| Portable Electrical Appliances |
| Switchgear & Distribution Equipment |
| Planned | Fire | Fire Detection |
| Annual Fire Risk Assessment Checks |
| Fire Protection |
| Planned | Fuel Storage | Fuel Tanks & Pipelines |
| Planned | Heating | CHP Unit |
| Gas Boosters |
| Gas Fired Heaters |
| Gas Pipework |
| Heating Boiler |
| Pressurisation Unit (Heating) |
| Space heaters |
| Planned | Hot Water | Calorifiers |
| Water Heater |
| Planned | Kitchen Services | Catering Equipment |
| Planned | Lifting Equipment | Anchorages |
| Lifting Equipment |
| Planned | Meter | Meter Reading |
| Planned | Pressure Vessels | Compressed Air Plant |
| Pressure Vessels |
| Planned | Security & Comms Systems & Equipment | Comms Systems |
| Security Systems |
| Planned | Specialist | Dog Kennel |
| External Structures |
| Energy Management |
| Gymnasium Equipment |
| Planned | Standby Power | Standby Generator |
| UPS System |
| Planned | Ventilation | Air Handling |
| Planned | Vertical Transportation | Cradles |
| Escalators |
| Lifts |
| Planned | Waste And Drainage | Interceptor Chamber |
| Sewage Pumps |
| Sewage Treatment Plant |
| Toilet Services |
| Planned | Water | Pipework Systems And Outlets |
| Pumps |
| Tanks |
| Planned | Water Treatment | Water Supplies |
| Planned | Staff Restaurant | Staff Restaurant |
| Planned | Service Failure | Replacement Chef |
| Meals |
| Hygiene |
| Planned | Hospitality | Hospitality |
| Planned | Vending | Vending |
| Planned | General Catering | General Catering |
| Planned | Cleaning | Cleaning |
| Consumables |
| Planned | Window Cleaning | Window Cleaning - External |
| Window Cleaning - Internal |
| Planned | Grounds maintenance | Grounds Maintenance |
| Planned | Mail Service | Mail Service |
| Planned | Pest Control | Pest Control |
| Planned | Porter | Porter |
| Planned | Reception | Reception |
| Planned | Security | Security |
| X-ray portable |
| X-ray fixed |
| Planned | Waste | Waste |
| Specialist | Lifting Equipment | Anchorages |
| Lifting Equipment |
| Specialist | Pressure Vessels | Pressure Vessels |
| Specialist | Specialist | Flagpoles and Flagstaffs |
| Gymnasium Equipment |
| Specialist | Ventilation | Air Handling |
| Specialist | Vertical Transportation | Cradles |
| Escalators |
| Lifts |

# ANNEX B – HELPDESK RESPONSE TIMES

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1. This Annex provides an example of the potential Helpdesk Response Times that shall be required. The actual Response Times will be aligned with the FM Suppliers’ Response Times and will therefore be defined by the Contracting Authority at Call Off stage.
2. Service Requests of any nature shall be acknowledged within fifteen (15) minutes and the caller informed of the action to be taken. The response times for activities managed through the central Helpdesk for all Services shall be as follows:
   1. Each Category 'A' Work Orders to be available to both the appropriate FM Supplier and Contracting Authority Representative within five (5) minutes of receiving the inbound Service Request. (Receiving is defined as the end of a call, or receipt of electronic format Service Request).
   2. Oral escalation to the Contracting Authority Representative within twenty (20) minutes of allocation to the FM supplier. Of those Category 'A' Work Orders unacknowledged by the FM Supplier [ten (10) minutes] after such allocation.
   3. All Category B Reactive Work Orders and any elective Work Requests to be available on the Systems to the appropriate Contracting Authority Representative and Contracting Authority FM Supplier within fifteen (15) minutes of receiving the inbound Service Request. Receiving is defined as the end of a call, or receipt of electronic format Service Request.
   4. All Category C Reactive Work Orders and any elective Work Requests to be available on the Systems to the appropriate Contracting Authority representative and Contracting Authority FM supplier within thirty (30) minutes of receiving the inbound Service Request. Receiving is defined as the end of a call, or receipt of electronic format Service Request.
   5. All complaints shall be uploaded to the CAFM within thirty (30) minutes of receipt by the Helpdesk and responded to and resolved within ten (10) days.

# ANNEX C – SERVICE DELIVERY RESPONSE TIMES

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1. **HIGH LEVEL RESPONSE REQUIREMENTS**
   1. For activities detailed in Tables 1 & 2 below, the activity is defined to be closed or concluded when the Helpdesk/CAFM system receives confirmation from the person/engineer that the event is completed, thereby creating an electronic record of the completion.
   2. When the activity in 1.1 above is closed or concluded, within fifteen (15) minutes, an email/text/electronic communication shall be sent to the originator of the event advising that the job is closed and asking for confirmation of closure via a simple graphical user interface. Any discrepancies shall be investigated in a timely fashion and appropriate action taken.
2. **ONSITE FM SERVICE DELIVERY RESPONSE TIMES**
   1. The following table describes the Response Time(s) for service calls raised or made to the Helpdesk where the Service required is supported and delivered by the FM Supplier from an onsite facility at the Affected Property.
   2. The Supplier shall manage the request in accordance with the Response Times agreed by the FM Supplier and the Contracting Authority, to be defined by Contracting Authority at Call Off stage.

**Table 1 – Response and Rectification Times – On-Site**

| Category | Call Type | Description | Initial Attendance | Interim Solution (if applicable) | Completion Due |
| --- | --- | --- | --- | --- | --- |
| A | Critical | Matters giving rise to an immediate health and safety, business critical or security risk. | [15] minutes | [1] Hour | Permanent solutions to health and safety issues to be achieved within [12] hours of notification. Security measures must be permanently rectified within [6] hours. |
| B | Emergency | Matters that prevent or severely restrict the Contracting Authority from conducting normal operations. | [30] minutes | [2] hours | [1] Working Day |
| C | Urgent | Matters that impinge upon the operation of the facilities in relation to all users. | [2] hours | Next Working Day | [2] Working Days |
| D | Routine | Matters of a routine nature. | [5] Working Days | n/a | [10] Working Days |
| E | New Works | New work, change or cosmetic requests. | n/a | n/a | Initial attendance and schedule completion date within [10] Working Days of request (actual completion has no SLA) |
| F | Consumables | Requests for restocking of toilet or other consumables. | [30] minutes | n/a | Toilet or other consumables to be restocked within [30] minutes of notification to the Help Desk. |
| G | Equipment | All requests for assistance with equipment which is in-scope or problems at conferences, meetings etc. | [15] minutes | n/a | Appropriate assistance to be in attendance within [15] minutes of notification to the Help Desk. |
| H | Small Moves | Requests for the booking of porters or drivers. | n/a | n/a | [30] minutes of receipt of call. |
| I | Messengers | Requests for Messengers or Couriers to provide a Service. | n/a | n/a | [10] minutes of booking. |
| J | Complaint | A failure in delivery of any Service, at any time.  Permanent solutions to services or tasks have not been forthcoming in the appropriate timescale or to the expected level of quality. | n/a | n/a |  |
| K | Ad hoc | Matters of an ad hoc or unplanned nature DO NOT require an enhanced response above that of Routine. | [5] Working Days | n/a | [15] Working Days |
| L | Uncompleted task | A Scheduled task not completed as announced / described requiring a higher than Routine response. | [3] Working Days | n/a | [5] Working Days |
| M | Call Back | A failure in delivery of any Service, at any time, which requires a re-attendance of the technician / operative to complete the task satisfactorily. | [2] hours | n/a | [4] hours |
| N | Reprographics request | A request for service; allocated a Call Category dependent on the time frame requested (between [2] & [72] hours). | [2] / [72] hours | n/a | [2] / [72] hours |

1. **OFFSITE FM SERVICE DELIVERY RESPONSE TIMES**
   1. The following table details the Response Time(s) for service calls raised or made to the Helpdesk where the Service required is supported and delivered by the FM Supplier via an offsite facility.
   2. The Supplier shall manage the request in accordance with the response times agreed by the FM Supplier and the Contracting Authority, to be defined by Contracting Authority at Call Off stage.

**Table 2 – Response and Rectification Times – Offsite**

| Category | Call Type | Description | Initial Attendance | Interim Solution (if applicable) | Completion Due |
| --- | --- | --- | --- | --- | --- |
| A | Critical | Matters giving rise to an immediate health and safety, business critical or security risk. | [45] minutes | [2] Hour | Permanent solutions to health and safety issues to be achieved within [24] hours of notification. Security measures must be permanently rectified within [18] hours. |
| B | Emergency | Matters that prevent or severely restrict the Authority from conducting normal operations. | [2] hours | [4] hours | Next Working Day |
| C | Urgent | Matters that impinge upon the proper working of the facilities in relation to all users. | [4] hours | Next Working Day | [5] Working Days |
| D | Routine | Matters of a routine nature. | [10] Working Days | n/a | [15] Working Days |
| E | New Works | New Work, change or cosmetic requests. | n/a | n/a | Initial attend and schedule completion date within [10] Working Days of request (actual completion has no SLA) |
| F | Consumables | Requests for restocking of toilet or other consumables. | [2] hours | n/a | Toilet to be restocked within [2] hours of notification to the Helpdesk. |
| G | Equipment | All requests for assistance with equipment which is in-scope or problems at conferences, meetings etc. | [15] minutes | n/a | Capable assistance to be in attendance within [15] minutes of notification to the Helpdesk. |
| H | Small Moves | Requests for the booking of porters or drivers. | n/a | n/a | [30] minutes of receipt of call |
| I | Messengers | Requests for Messengers or Couriers to provide a service. | n/a | n/a | [30] minutes of booking |
| J | Complaint | A failure in delivery of any service, at any time.  Permanent solutions to services or tasks have not been forthcoming in the appropriate timescale or to the expected level of quality. | n/a | n/a |  |
| K | Ad hoc | Matters of an Ad hoc or unplanned nature by the virtue of its category DO NOT require an enhanced response above that of Routine. | [10] Working Days | n/a | [15] Working Days |
| L | Uncompleted task | A Scheduled task not completed as announced / described requiring a higher than Routine response. | [3] Working Days | n/a | [10] Working Days |
| M | Call Back | A failure in delivery of any service, at any time, which requires a re-attendance of the technician / operative to complete the task. | [4] hours | n/a | [1] Working Day |
| N | Reprographics request | A request for service, allocated a Call Category depend on the time frame requested – between [2] & [72] hours. | [2] / [72] hours | n/a | [2] / [72] hours |

Please note – For the purposes of this Procurement, Potential Providers should review both Table 1 and Table 2 Response Times when responding to this Tender. The Contracting Authority may amend figures in square brackets [ ] to meet their individual requirements at Call Off stage

# ANNEX D – MAINTENANCE STANDARDS

# 

1. This Annex provides an example of the Maintenance Standards that the FM Supplier will be expected to deliver.



# ANNEX E – PROPERTY CLASSIFICATION

# 

1. Affected Property, buildings and sites are categorised under one of the following 15 classification categories:

| Building Category | Business & Occupational Profile | Description |
| --- | --- | --- |
| 1 | Headquarters Accommodation/Ministerial Areas | Areas used for headquarters or ministerial areas or a combination. |
| 2 | Data Centre Operations | Data centre operation. |
| 3 | General office/Customer Facing | General office areas and customer facing areas. |
| 4 | General office/Non Customer Facing/with catering | General office areas and non customer facing areas. If these areas contain catering facilities they will be included here. |
| 5 | Call Centre Operations | Call centre operations. |
| 6 | List X Property | A commercial site (i.e. non-Government) on UK soil that is approved to hold UK government protectively marked information marked as 'confidential' and above. The classification applies to a company's specific site and not a company as a whole. |
| 7 | Vacant/Disposal | Areas which are vacant or awaiting disposal where no services are being undertaken. |
| 8 | Residential | Residential areas. |
| 9 | Warehouses | Large storage facility with limited office space and low density occupation by staff. |
| 10 | External parks and grounds | External car parks and grounds including but not limited to externally fixed Assets - such as fences, gates, fountains etc. |
| 11 | Educational | Areas used exclusively or primarily for educational purpose. |
| 12 | Medical | Areas including but not limited to mainstream medical and healthcare facilities as well as smaller dedicated facilities. |
| 13 | Laboratory | Includes all Government facilities where the standard of cleanliness is high, access is restricted and is not public facing. |
| 14 | Museums/Galleries | Areas are generally open to the public with some restrictions in place from time to time. Some facilities have no public access. |
| 15 | Production Facilities | A unique environment centred upon a fabrication or production facility, typically with restricted access. |

# ANNEX F – HELPDESK WORKFLOW

# 

1. The diagram below provides an example of a typical Helpdesk workflow. The specific requirements will be further defined by the Contracting Authority at Call Off stage.

**PART B –**

**KEY PERFORMANCE INDICATORS**

1. **GENERAL**
   1. The purpose of this Part B is to set out the Key Performance Indicators (KPIs) by which the Supplier’s overall performance under this Framework Agreement shall be monitored and managed.
2. **KEY PERFORMANCE INDICATORS (KPIs)**
   1. The KPIs, which include performance criteria and performance indicators, shall monitor the performance of the Supplier throughout the duration of the Framework Agreement and any subsequent Call Off Contract. The KPI Framework template is detailed in Appendix A - Monthly KPI Measures Model.
   2. The KPIs detailed in Appendix A are included to illustrate the type of KPIs which may be implemented at Call Off stage. The KPI model is a spreadsheet comprising five (5) separate tabs within a Microsoft Office Excel file. The five (5) separate tabs can be grouped into three (3) sections with each section described below:

|  |  |  |
| --- | --- | --- |
| Section Number | Tab Name | Description of Purpose |
| Section 1 | Instruction | To provide guidance on the use of the KPI Model. |
| Section 2 | Performance Criteria: Service  and Management Categories | The Contracting Authority shall select the relevant KPIs and assign a weighting to each in accordance to the criticality / importance to the Contracting Authority. |
| Supplier Performance | This section provides a summary of the Supplier’s performance results in a given month, and the amount of the Call Off Contract value deducted due to any performance deductions. |
| Section 3 | Measures | The individual measures; the results of which feed directly to Level 2, and Level 1 indicators. |
| Scoring Tables | For measures that are not scored as a simple percentage i.e. Contracting Authority requests X and Supplier deliver Y (X/Y x 100) = score, a series of tables are used which translates a Suppliers output into a % score. |

* 1. The KPIs shall act as a ‘balanced scorecard’ of performance criteria that describes aspects of performance that are important to the Contracting Authority.
  2. The KPIs are composed of a series of measures; data from which will inform an overall KPI score.
  3. **Level 1** **Key Performance Indicators (KPIs):**  This is a suite of three (3) KPIs addressing a range of the Contracting Authority’s Helpdesk, CAFM and Assurance requirements.
  4. **Level 2 Measurement Indicators (MIs**): These relate directly to the Supplier’s performance against specific tasks relevant to each KPI Category. Measurement Indicators feed into Level 1 KPIs. An indicative list of Measurement Indictors can be found in Appendix A - Monthly KPI Measures Model.
     1. It should be noted that the actual indicators used to measure performance of individual Call Off Contracts will be defined fully at the Call Off stage.
  5. The performance criteria are individually measured to demonstrate the Supplier’s performance against the Operational KPIs.
  6. Supplier scores are calculated as described in Appendix A - Monthly KPI Measures Model, the results from which give an overall KPI score. These overall KPI scores will be used in the Payment Mechanism model to calculate deductions from repeating failures or sub-standard Supplier performance.

1. **PERFORMANCE CRITERIA WEIGHTING**
   1. The Contracting Authority shall determine and apply a different weighting to each KPI, Performance Indicator and Measurement Indicator in the KPI framework, where the Contracting Authority wishes to place a greater or lesser emphasis in certain areas of the service.
   2. All KPIs and Measurement Indicators will be allocated performance criteria, which will be assessed on a monthly basis.
   3. This KPI model will also be used to administer the Payment Mechanism process which will be used to apply Performance Deductions to the Suppliers monthly payment.
   4. Weighting shall be applied to each KPI and associated Measurement Indicators.
   5. The weighting shall be expressed as a percentage and will total to 100% for the KPI Category at Level 1 and at each successive level.
   6. The Contracting Authority shall select the relevant KPIs and apply weightings in accordance to the criticality and importance to their business.
   7. Those KPIs with the greatest importance or criticality to the Contracting Authority will attract a higher weighting percentage than those less important, and thus will attract a larger proportion of the Supplier’s Monthly Total Value at Risk.
   8. In certain circumstances, KPIs, Performance Indicators and Measurement Indicators may be weighted such that they do not affect the Monthly Total Value at Risk (e.g. a zero weighting of a particular measurement in the Mobilisation Period). These indicators however may be used to assess Supplier performance both at Call Off Contract and Framework Agreement level.
2. **SCORING PRINCIPLES**
   1. The KPI Model adopts two scoring principles, depending on the nature of the measure in question. These are;
      1. **Simple Percentage:** in its simplest form, the Supplier’s score for a measure will equate to the number of successful activities that fully complied with the Contracting Authority’s requirements, as defined at Call Off stage, divided by the sum of successful and unsuccessful activities.
      2. **Sliding Scale**: where a ‘simple percentage’ cannot be easily calculated (i.e. where there is no clearly defined upper bound/maximum number (a ‘denominator’), or where the upper bound number (the ‘denominator’) is large in comparison to the numerator, thus diluting the quotient), a sliding scale is used. The sliding scale is a series of tables that directly link the Suppliers’ output to a score e.g. ‘X’ number of complaints equates to a Supplier score of ‘Y’. The sensitivities of these scores will be defined by the Contracting Authority at Call Off stage.
   2. The Contracting Authority also has the ability to define a minimum score threshold for each measure, below which the Supplier will score 0%. For example, if a Supplier is to answer all calls within a certain timeframe, the Supplier’s score will be calculated based on the percentage of calls successfully answered within the allowed time (straight percentage as describe above). However, the Contracting Authority may set a minimum threshold, e.g. 75%, and should the Supplier fail to achieve 75% compliance the Supplier’s score will default to 0% for that measure.
   3. The Supplier’s score for each measure shall directly equate to a payment deduction, in a given month, for that measure. The sum of the deductions for each measure is totalled to give a deduction for each KPI. Each individual KPI deduction is divided by the amount of fee at risk against each KPI – based on the Contracting Authority’s assigned weightings – to give an overall KPI score i.e. KPI Score = 100% - [(KPI deduction) / KPI Fee at Risk)]
   4. Each KPI score is used in the Payment Mechanism to evaluate the actual monthly deduction, also taking into consideration repeat or consecutive failures thus triggering a ‘ratchet’; described in more detail below.
3. **PAYMENT MECHANISM**
   1. The Payment Mechanism detailed in Call Off Contract Schedule 6 Payment Mechanism, KPIs, Service Levels and Performance Monitoring, clearly details the link between performance and the value of the Contract which may be put at risk as a result of poor performance by the Supplier.
   2. Where there is continuous failing of a KPI by the Supplier they will be subjected to an increased rate of deduction through a ‘ratcheting’ factor as detailed in Call Off Contract Schedule 6 – Payment Mechanism, KPIs, Service Levels and Performance Monitoring.
   3. Operation of this Payment Mechanism does not relieve the Supplier of their obligation to deliver the required level of Service. Further contractual remedies will be pursued via the Call Off Contract should performance against any of the KPIs be deemed to be unacceptable.
4. **PERFORMANCE GOVERNANCE**
   1. The Contracting Authority and the Supplier shall jointly implement the performance management process through the provisions of this Framework Agreement. The separate key elements of this process are described in the sub-sections that follow.
5. **KPI REPORTING**
   1. The Supplier shall collect the relevant performance data necessary for the measurement of each KPI, Performance Indicators and Measurement Indicators as defined by the Contracting Authority.
   2. Where audits are being conducted to verify performance, these can be conducted by either the Contracting Authority or the Supplier and will either be stipulated by the Contracting Authority during Call Off stage or during contract Mobilisation.
   3. The Supplier shall submit the completed KPIs on a Monthly basis on dates to be specified by the Contracting Authority.
   4. In certain circumstances the Contracting Authority may opt to complete the KPI measurement using data held as part of the Management Information data collection. Where this is deemed appropriate, it will be made clear during the Call Off stage.
   5. The format, scope and detailed content of all performance reports shall be specified by the Contracting Authority. These may be varied from time to time as the requirements of the Contracting Authority may change. Any changes shall be agreed between the Contracting Authority and Supplier.
   6. It is not envisaged that there will be any cost from the Supplier to alter the format, scope and detailed content of performance reports as described above. In exceptional circumstances the Contracting Authority may enter into negotiations for this, should they deem the extent of the change is substantial. In this event, the Contracting Authority decision will be the final arbiter. Should changes in charges be agreed, these will be agreed through the Variation process.
   7. The Supplier shall provide information on:
      1. Performance Indicator assessment;
      2. Performance Indicator improvement / action plans; and
      3. Recommendation for any changes to the performance management requirements.
   8. Within two months after the end of each Financial Year, at a date to be agreed between the Contracting Authority and Supplier, the Supplier shall submit a Performance Summary Report. The format, scope and detailed content of the report shall be specified by the Contracting Authority during the contract Mobilisation Period and may vary as the requirements of the Contracting Authority changes.
   9. The Supplier shall ensure that the Performance Summary Report provides information including but not limited to:
      1. Contract performance scoring for the Financial Year (averaged scores from across the suite of KPIs);
      2. Actions plans to be progressed in the upcoming year; and
      3. A summary of recommendations for any changes to the performance management requirements.
6. **CONTRACT MANAGEMENT**
   1. The Supplier and the Contracting Authority shall ensure that suitable personnel from the Supplier and Contracting Authority organisations shall form a Senior Management Team (SMT). The SMT shall be led by a nominated senior manager from the Contracting Authority.
   2. The SMT shall be responsible for monitoring and reviewing the performance of the Supplier, including but not limited to determining the value of the monthly performance deduction, the calculation of which is detailed in Appendix A – Monthly KPI Measures Model. The SMT shall also make observations and recommendations regarding the operational performance and areas requiring improvement.
   3. The Contracting Authority requires the Supplier to review the effectiveness of this performance management process and to report where any requirements affect the efficiency or effectiveness of the delivery of the Services. In such circumstances, the Supplier shall make recommendations to the Contracting Authority on how this schedule might be changed or otherwise improved as a continual improvement opportunity. Any changes shall be agreed between the Contracting Authority and the Supplier in writing before they are implemented.
7. **PERFORMANCE IMPROVEMENT PLAN**
   1. The Performance Improvement Plan shall be completed annually by the Supplier referencing the Contracting Authority's KPIs and their management. The Contracting Authority shall set out the Performance Standards, KPIs, Performance Indicators (PIs), and relevant levels within the Performance Plan. The Supplier shall provide the Plan, which shall include:
      1. Methodologies for delivering the Services to the Performance Standards;
      2. Performance risks which appear on the Risk Register;
      3. Methods for correcting performance which is below the Performance Standards;
      4. Proposals for improving the process, the KPIs, Performance Indicators, Measurement Indicators (MIs), weightings and targets through the duration of the Call Off Contract; and
      5. Methods for correcting non-conformances in the Service delivery and ensuring there is no reoccurrence.
   2. The Contracting Authority shall review and reissue the KPIs annually as part of the Performance Governance process detailed in paragraph 6 above.

# APPENDIX A – MONTHLY KPI MEASURES MODEL

# 



**FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGES STRUCTURES**

1. **INTRODUCTION**
   1. This Schedule sets out the Framework Prices and Charging Structure.
   2. The Framework Prices are the Suppliers tendered Prices in Attachment 8 (Cost Model)
   3. The Charges are those paid/payable by the Contracting Authority when the FM Assurance Service Requirements are called off under a Call Off Contract.
2. **General Provisions**
   1. The Framework Prices set out in this Framework Schedule 3 are the maximum that the Supplier may charge pursuant to any Call Off Contract.
   2. The Supplier acknowledges and agrees that any prices submitted in relation to a Call Off Award held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Framework Prices.
   3. The Supplier acknowledges and agrees that, subject to paragraph 3.2 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Period.
3. **framework prices**
   1. The Framework prices comprise corporate overheads and profit, labour rates for service delivery and mobilisation, CAFM and Helpdesk Activity Rates, and efficiency savings percentages.
   2. The Framework prices within Tables 1 and 4, in Annex 1 of this Schedule 3 will be fixed for the duration of the Framework Agreement, with price adjustments within Tables 2 and 3 only, after the first two (2) Years.
4. **Adjustment of the Framework Prices**
   1. The Framework Prices shall only be varied:
      1. due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 18.2 of this Framework Agreement (Legislative Change);
      2. where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);
      3. where a review and increase of Framework Prices is requested by the Supplier and Approved, in accordance with the provisions of paragraph 5 of this Framework Schedule 3 (Supplier Request For Increase Of The Framework Prices)
      4. Subject to paragraphs 4.1 to 4.1.22 of this Framework Schedule, the Framework Prices within Tables 2 and 3 of Annex 1 of this Schedule 3 will remain fixed for the first two (2) Years.
5. **SUPPLIER REQUEST FOR INCREASE of the Framework Prices**
   1. The Supplier may request an increase to some or all of Tables 2 and 3 only, of the Framework Prices in accordance with the remaining provisions of this paragraph 4 subject always to:
      1. the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Framework Prices ("**Review Adjustment Date**") which shall be subject to paragraph 5.1.2;
      2. the Approval of the Authority which shall be granted at the Authority’s sole discretion.
   2. The earliest Review Adjustment Date will be the first (1st) Working Day following the second (2nd) anniversary of the Framework Commencement Date. Thereafter any subsequent increase to any of the Framework Prices in accordance with this paragraph 5 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
   3. To make a request for an increase in some or all of the Framework Prices in accordance with this paragraph 5, the Supplier shall provide the Authority with:
      1. a list of the Framework Prices it wishes to review;
      2. for each of the Framework Prices under review, written evidence of the justification for the requested increase including:
      3. details of the movement in the different identified cost components of the relevant Framework Price;
      4. reasons for the movement in the different identified cost components of the relevant Framework Price;
      5. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
6. **IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES** 
   1. Variations in accordance with the provisions of this Framework Schedule 3 to all or part the Framework Prices (as the case may be) shall be made by the Authority to take effect:
   2. in accordance with Clause 18.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 4.1 of this Framework Schedule;
   3. in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 4.1.1 of this Framework Schedule 3; or
   4. on the Review Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 4.1.2 of this Framework Schedule 3.

and the Parties shall amend the Framework Prices shown in Annex 1, Tables 2 and 3, to this Framework Schedule 3 to reflect such variations.

1. **CHARGES UNDER CALL OFF CONTRACTS**
   1. For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 1.1 and 1.2 of this Framework Schedule 3 and shall not affect the Charges payable by a Contracting Authority under a Call Off Contract in force at the time a change to the Framework Prices is implemented.
   2. Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the relevant Contracting Authority and implemented in accordance with the provisions applicable to the Call Off Contract subject always to the maximum Framework Prices.
   3. If a TUPE transfer could occur at the start of a Call Off Contract, the Contracting Authority shall set out in the invitation to submit a quotation, the pricing information it requires in respect of TUPE costs. The Supplier shall only be able to specify its estimated costs of dealing with such a TUPE transfer and the Supplier shall not include any element for profit or any other mark up for dealing with such a transfer.
   4. Where TUPE pricing is required at Call Off, the Authority reserves the right to Audit the TUPE breakdown of prices, at any point during the lifetime of the Call Off Contract
   5. Where TUPE pricing applies, there shall be a review of current TUPE costs on an annual basis, where evidence of current costs shall be provided by the Supplier.
   6. For all pricing required at Call Off, not specified in the Framework Prices Annex 1, above eg. Ad hoc Reporting, Escrow provision, Middleware and system interfaces, technical infrastructure and TUPE, the Authority reserves the right to audit the breakdown of prices.
   7. At anytime a discrepancy in pricing detailed in 7.6 above is discovered, the Authority reserves the right to review and alter the pricing.
   8. Mobilisation charges at Call Off Award may be included in Year 1 costs only or spread over a number of years depending on specific Contracting Authority requirements. The mobilisation charges will not be subject to indexation.

**ANNEX 1: Framework Prices**

***[Guidance Note: Prior to the commencement of the Framework Agreement, the Authority will populate this table with the relevant information from the Supplier’s tendered prices in the Tender***

**Table 1: Corporate Overhead and Profit**

|  |  |  |
| --- | --- | --- |
| **Service Delivery**Cost Type - Activities | Definition | Percentage (%) |
| Overhead | The Suppliers overhead (indirect costs) relating to Helpdesk Activitiesas detailed in Schedule 2, to include buildings, corporate management and all other costs not directly associated to the delivery of this service provision. |  |
| Profit | Please input the profit for each scenario |  |

|  |  |  |
| --- | --- | --- |
| Cost Type – Technology & Infrastructure | Definition | Percentage (%) |
| Overhead | The Suppliers overhead (indirect costs) relating to Technological and Infrastructure as detailed in Schedule 2, to include buildings, corporate management and all other costs not directly associated to the delivery of this service provision. |  |
| Profit | Please input the profit for each scenario |  |

**Mobilisation**

|  |  |  |
| --- | --- | --- |
| Cost Type - Staff | Definition | Percentage (%) |
| Overhead | The Suppliers overhead (indirect costs) relating to Staff Mobilisation as detailed in Schedule 2, to include buildings, corporate management and all other costs not directly associated to the delivery of this service provision. |  |
| Profit | Please input the profit for each scenario |  |

|  |  |  |
| --- | --- | --- |
| Cost Type – Technology & Infrastructure | Definition | Percentage (%) |
| Overhead | The Suppliers overhead (indirect costs) relating to Technology and Infrastructure Mobilisation as detailed in Schedule 2, to include buildings, corporate management and all other costs not directly associated to the delivery of this service provision. |  |
| Profit | Please input the profit for each scenario |  |

**Table 2: Staff Rates**

**Service Delivery**

|  |  |  |  |
| --- | --- | --- | --- |
| **Role Title** | **Role Profile / Description** | **Salary (£/hour)** | **Charge Out Rate (£/hourly)** |
| Role A |  |  |  |
| Role B |  |  |  |
| Role C |  |  |  |
| Role D |  |  |  |
| Role E |  |  |  |
| Role F |  |  |  |
| Role G |  |  |  |
| Role H |  |  |  |
| Role I |  |  |  |
| Role J |  |  |  |
| Role K |  |  |  |
| Role L |  |  |  |
| Role M |  |  |  |
| Role N |  |  |  |
| Role O |  |  |  |
| Role P |  |  |  |
| Role Q |  |  |  |
| Role R |  |  |  |
| Role S |  |  |  |
| Role T |  |  |  |
| Role U |  |  |  |

**Mobilisation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Role Title** | **Role Profile / Description** | **Salary (£/hour)** | **Charge Out Rate (£/hourly)** |
| Role A |  |  |  |
| Role B |  |  |  |
| Role C |  |  |  |
| Role D |  |  |  |
| Role E |  |  |  |
| Role F |  |  |  |
| Role G |  |  |  |
| Role H |  |  |  |
| Role I |  |  |  |
| Role J |  |  |  |
| Role K |  |  |  |
| Role L |  |  |  |
| Role M |  |  |  |
| Role N |  |  |  |
| Role O |  |  |  |
| Role P |  |  |  |
| Role Q |  |  |  |
| Role R |  |  |  |
| Role S |  |  |  |
| Role T |  |  |  |
| Role U |  |  |  |

**Table 3: Activity Rates**

|  |  |
| --- | --- |
| **Activity** | **Rate per Activity**  **£** |
| Call Management – call type 1 (to include Outbound calls (and follow up calls) and those that do not generate a Work Order on CAFM) |  |
| Call Management – Call Type 2 (to include Outbound Calls (and follow-up calls) and those that do generate a Work Order on CAFM) |  |
| Web Portal Service Requests |  |
| Text/Email Service Requests |  |
| Outbound Calls |  |
| Asset Management and PPM Services |  |
| Customer Satisfaction Surveys |  |
| Customer escalations |  |
| Escalations to third party/FM providers |  |
| Provision of Performance data to assess supplier performance |  |
| Provision of Performance data to assess third party/ FM supplier performance |  |
| Provision of routine MI reports to Contracting Authority |  |
| Provision of Ad-Hoc reports to Contracting Authority |  |
| Contractual reports (e.g. Disaster recovery, continuous improvement etc.) |  |

**Table 4: Efficiency Savings Year on Year Percentages**

|  |  |  |  |
| --- | --- | --- | --- |
| The year on year reduction from the Year 1 price (excluding Mobilisation)for the duration of the Call Off Contract. | ***Year 2 Adjustment Percentage to Year 1 (%)*** | ***Year 3 Adjustment Percentage to Year 1 (%)*** | ***Year 4 Adjustment Percentage to Year 1 (%)*** |
| *Efficiency Saving* |  |  |  |

FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS

ANNEX 1: TEMPLATE ORDER FORM

ANNEX 2: TEMPLATE CALL OFF TERMS

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE
   1. If the Authority or any Other Contracting Authority decides to source the Services through this Framework Agreement then it will award its Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.
2. Call off PROCEDURE

Contracting Authority's Obligations

* 1. Any Contracting Authority awarding a Call Off Contract under this Framework Agreement through a Call Off Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Services.
     2. amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
     3. invite the Supplier to tender by conducting a Request for a Quotation (RFQ) for its Services Requirements in accordance with the Regulations and Guidance:
     4. invite the Framework Supplier in accordance with paragraph 0 to submit a tender in writing for each proposed Call Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative.;
     5. set a time limit for the receipt of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
     6. keep the tender confidential until the time limit set out for the return of tenders has expired.
     7. apply the Contracting Authority’s Award Criteria to the Framework Suppliers' compliant tenders submitted through the RFQ Procedure as the basis of its decision to award a Call Off Contract for its Services Requirements;
     8. on the basis set out above, award its Call Off Contract to the Supplier in accordance with paragraph 2.1 in which the Call Off Contract shall:
        1. state the Services Requirements;
        2. state the tender submitted by the successful Framework Supplier;
        3. state the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Supplier, including a breakdown of TUPE charges if required.; and
        4. incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 0 above) applicable to the Services,

The Supplier's Obligations

* 1. The Supplier shall in writing, by the time and date specified by the Contracting Authority following an invitation to tender pursuant to paragraph 2.1 above provide the Contracting Authority with :
     1. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
        1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Services Requirements.
        4. confirmation of Efficiency Savings percentages for the duration of the Call Off Contract applicable to the Services, or any TUPE pricing if required, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).
     2. The Supplier shall ensure that any prices submitted in relation to a RFQ Procedure held pursuant to this paragraph 2 shall be based on the Charging Structure and take into account any discount to which the Contracting Authority may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
     3. The Supplier agrees that:
        1. all tenders submitted by the Supplier in relation to a RFQ Procedure held pursuant to this paragraph 2 shall remain open for acceptance by the Contracting Authority for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Authority in accordance with the Call Off Procedure); and
        2. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
           1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
           2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

1. NO AWARD
   1. Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 1 , the Contracting Authority shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Contract.
2. RESPONSIBILITY FOR AWARDS
   1. The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call Off Contracts under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
      1. the conduct of Other Contracting Bodies in relation to this Framework Agreement; or
      2. the performance or non-performance of any Call Off Contracts between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.
3. CALL OFF award PROCEDURE
   1. Subject to paragraphs 1 to 3 above, a Contracting Authority may award a Call Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Contract) which is not as described in this paragraph 2 shall not constitute a Call Off Contract under this Framework Agreement.
   2. On receipt of an order form as described in paragraph 5.1 above from a Contracting Authority the Supplier shall accept the Call Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.
   3. On receipt of the signed order form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Contract shall be formed.
4. CLUSTERING
   1. One of the changes being introduced by the Framework Agreement is the potential clustering of Contracting Authorities with similar requirements into combined Contracts.
   2. The Supplier will need to assure itself that its systems are able to manage the provision of data in a manner which permits the clustering arrangement to work effectively. Please see the Annex 2 to Part A- Overview of Clustering and Payment Mechanism in Call Off Contracts Schedule 6 for further information on the relationship between Clustering and Payment.

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

1. General
   1. This Framework Schedule 6 is designed to assist Contracting Authorities when seeking to award a Call Off Contract on the basis of Call Off Award Procedure in accordance with the Call Off Procedure.
   2. A Call Off Contract shall be awarded on the basis of most economically advantageous tender (“MEAT”) from the point of view of the Contracting Authorities.
   3. This Framework Schedule 6 will include details of the evaluation criteria and any weightings that will be applied to that criteria.

CALL OFF AWARD Criteria

The following criteria shall be applied to the Services set out in the Suppliers' compliant tenders submitted through the Call Off Award Procedure:

NB: The Framework Competition has been conducted on the basis of 60% Quality and 40% Price criteria and weighting. It is open to Customers running a Call Off Award Procedure to adjust (and add to) the criteria and weightings of 10% to 90% can be used on Price and a similar range on Quality (or other criteria).

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria** | **Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Authority conducting the Call Off Award** |
| A | Technical Solution/Proposal | 30% |
| B | Mobilisation Period | 20% |
| C | Business Continuity and Disaster Recovery | 10% |
| D | Price | 40% |

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

In accordance with Clause 24.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Contracts entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

[Guidance Note: the list of Key Sub-Contractors as approved by CCS should be inserted here]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Key Sub-Contractor Name | Key Sub-Contractor Address | Key Sub-Contractor Telephone | Key Sub-Contractor Contact Name | Sub-contracted Services | % Business Sub-Contracted | Is Key Sub-Contractor SME? |
|  |  |  |  |  |  |  |
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FRAMEWORK SCHEDULE 8: FRAMEWORK, Service and security MANAGEMENT

1. INTRODUCTION
   1. The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Supplier Framework Manager" | 1. has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8 |
| "Supplier Review Meetings"  “Accreditor” | 1. has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8 2. An impartial assessor of the risk that information systems may be exposed to in meeting service requirements and to formally accredit those systems. |

* 1. The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.
  2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.
  3. This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

1. FRAMEWORK MANAGEMENT
   1. Framework Management Structure:
      1. The Supplier shall provide a suitably qualified nominated contact (the “**Supplier** **Framework Manager**”) who will take overall responsibility for delivering the Services required within this
      2. Framework Agreement, as well as a suitably qualified deputy to act in their absence.
      3. The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Services and Key Performance Indicators).
      4. A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
      5. Following discussions between the Parties following the Framework Commencement Date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
      6. The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Authority’s notification.
   2. Supplier Review Meetings
      1. Regular performance review meetings will take place at the Authority’s premises throughout the Framework Period and thereafter until the Framework Expiry Date **(“Supplier Review Meetings”**).
      2. The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.
      3. The purpose of the Supplier Review Meetings will be to review the Supplier’s performance under this Framework Agreement and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.
      4. The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.
2. CAFM SYSTEM AND SECURITY MANAGEMENT
   1. The Supplier acknowledges that the Authority, as the system Accreditor, wishes to ensure that the capacity, availability and security of the Services, can be assured throughout the Framework Period
   2. This Framework Schedule sets out the following processes to ensure the Supplier can evidence that this Framework Agreement follows best practice processes and procedures and meets the system requirements throughout the Framework Period and subsequently, as Contracting Authorities are on-boarded and while any Call Off Contracts remain in force:
      1. Service and Security Principle Requirements;
      2. Security Documentation
      3. Service and Security Management (Governance);
   3. Service and Security Principle Requirements
      1. The Service and Security Principle Requirements Matrix defines the main service and security characteristics of the Service supplied under the Framework.
      2. The Supplier shall evidence compliance of the Service supplied under the Framework against the Service and Security Principles, to provide the Authority with the assurance and confidence that the System and Security risks are being appropriately managed.
      3. Additional Service and Security requirements may be added to the matrix, as required by the Authority, in line withgovernment security policy and Framework Agreement Schedule 2- Services and Key Performance Indicators.

SERVICE AND SECURITY PRINCIPLE REQUIREMENTS MATRIX

|  |  |  |
| --- | --- | --- |
| Serial | Service and Security Principle | Service and Security Requirements |
|  | Asset Protection and Resilience | The Supplier shall provide evidence that the infrastructure devices storing any bulk customer data shall not be directly accessible from a device hosted on the internet. Some functions may be off-shored as long as independently assured evidence can be provided that no access to user information can be obtained from off-shore locations. |
|  | Service Transition and Continuity | The Supplier shall provide a Technology Roadmap of the current system and how it will be supported throughout the Framework period. |
|  | IT Service and System Management Process | The supplier shall have documented best practice procedures and processes eg ITIL in place for the FM Assurance CAFM and Helpdesk service. |
|  | Security Accreditation Documentation | * The Supplier shall provide full security accreditation documentation for the CAFM system in accordance with HMG Infosec Standards. * Where Cyber Essentials Plus certification is required, the Supplier shall evidence annual penetration testing. * Should a Contracting Authority require a change in the Business Impact Level, the Supplier shall provide a plan which documents any changes required, any associated risks and their mitigation. The supplier will provide any further documentation required by the Accreditor for the change in Impact Level. * Should Pan Government Accreditation be required, the Supplier shall supply any necessary documentation and work with PSSAB for accreditation. |
|  | Supply Chain Security | The Supplier shall ensure that its supply chain satisfactorily supports all of the security principles that the Service must deliver;   * Clearly defined data shared/accessible by the supply chain * Documented minimum relevant security requirements * Risk to Supplier and/or Service from supply chain regularly assessed, with appropriate controls * On termination all supply chain access rights to internal systems or information removed |
|  | Operational Security | The Supplier shall have processes and procedures in place to ensure the operational security of the service;   * Configuration and change management * Vulnerability management * Protective monitoring * Incident management |
|  | Capacity | The Supplier shall provide evidence and results of capacity testing and processes, including plans for expansion as Contracting Authorities are on-boarded, handling peaks and troughs and concurrent user capacity. |
|  | 4. Personal Data Security | The Supplier shall provide evidence of robust handling processes throughout the lifecycle of all information held on the system which conforms to the definition of personal data defined within the Data Protection Act 1998. The robust handling procedures will need to specify the procedural measures implemented to ensure:   * There are clearly defined roles associated with any access to bulk customer data. * Where a role is identified as having access to bulk customer data there shall be defined responsibilities which detail any actions which can be performed in support of maintaining Service availability. * There shall be a process defined which authorises Supplier staff to be able access to bulk customer data for purposes of delivering and maintaining the Service availability. * Any individual being given access to bulk customer data is aware of the HMG requirements for data protection. * The Supplier nominates an individual within its organisation who is independent from the programme delivery team and is responsible for ensuring the enforcement of the measures defined above. |

* 1. Security Documentation
     1. The Supplier shall produce and maintain the following Data Security documentation in support of the Contracting Authority’s security risk management of the services.
        1. Data Security Context – The purpose of this document is to enable the Supplier to complete and maintain a record throughout the lifetime of the Framework, to document the technical Implementation context against which the Supplier shall state compliance with the Contracting Authority’s data security principles. The document shall provide a breakdown of the service implementation which includes.
           1. Description of each different type of User
           2. Description of the Information Exchange with each external entity from both a service implementation and management perspective.
           3. Provide a breakdown of the key technical aspects of the Service implementation to a level that shall enable the authority to assure comprehensive and consistent application coverage of the principles across the solution.
        2. Data Security Compliance Statement - The purpose of this document is to enable the Supplier to complete and maintain a record throughout the lifetime of the FM Assurances Framework Agreement to describe the security aspects of their service offering and to provide evidence in support of assurance of their security controls.
        3. Data Security Risk Register – The purpose of this document is enable the Supplier to complete and maintain a record throughout the lifetime of the FM Assurances Framework Agreement, the security risks associated with the solution. For each risk the supplier shall provide the following information;
           1. an assessment of the severity of the risk
           2. description of the remediation action
           3. target date for remediation
  2. Security Audit
     1. The Authority shall have the right to audit any evidence produced in support of claimed compliance with any Service and Security requirement.
  3. Service and Security Management
     1. The Supplier shall provide a suitably qualified nominated contact (the “Supplier Security Assurance Manager”) who will take overall responsibility for assuring the security of the Services delivered under this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
     2. A full governance and review structure for assurance of security shall be agreed between the Parties during the Framework Agreement Implementation stage, including timings and frequencies of reviews.
     3. The Security Review Meetings shall be attended, as a minimum, by the Authority Representative(s)(i.e. the Authority’s Framework Manager and/or the Authority’s Security Accreditation Manager) and the Supplier Security Assurance Manager.
     4. Review Meetings may also include the Contracting Authority’s Security Assurance Manager and the SIRO (Senior Information Risk Owner) within HMG, where risk may be managed at or escalated to, a Pan Government level.

[Guidance Note to bidders: for further information on Supplier Action Plans and Supplier’s management see the “Supplier Guidance on Supplier Management” published by the Authority at [http://CCS.cabinetoffice.gov.uk/about-government-procurement-service/operational-delivery/supplier-management](http://gps.cabinetoffice.gov.uk/about-government-procurement-service/operational-delivery/supplier-management)]

1. KEY PERFORMANCE INDICATORS
   1. The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Services and Key Performance Indicators).
   2. The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
   3. The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
   4. The Supplier’s achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the Framework, Service and Security Management process as outlined in this Framework Schedule 8.
   5. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier.
   6. The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.
2. EFFICIENCY TRACKING PERFORMANCE MEASURES
   1. The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:
      1. tracking reductions in service volumes and service costs, in order to demonstrate that Contracting Authorities are consuming less and buying more smartly;
      2. developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
   2. The list in paragraph 5.1 is not exhaustive and may be developed during the Framework Period.
   3. The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2 (Services and Key Performance Indicators).
   4. The ongoing progress and development of the efficiency tracking performance measures shall be reported through Framework, Service and Security Management activities as outlined in this Framework Schedule 8.
3. ESCALATION PROCEDURE
   1. In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
   2. In cases where the Authority Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 47 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. **INTRODUCTION**
   1. This Schedule 9 specifies the format and process to be undertaken in the provision of Management and Performance Information by the Supplier to the Authority.
2. PROVISION OF INFORMATION
   1. The Supplier shall provide Management and Performance Information reports electronically to the Authority at <https://miso.ccs.cabinetoffice.gov.uk>
   2. Such reports, in respect of each Month shall be submitted by the seventh day of the following Month.
3. general requirements
   1. The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management and Performance Information to the Authority in accordance with the provisions of this Framework Schedule 9.
   2. The Supplier shall also supply such Management and Performance Information as may be required by a Contracting Authority in accordance with the terms of a Call Off Contract.
4. Management and Performance Information requirements
   1. Management and Performance Information related to Invoices raised.
   2. This information is required to be reported against a defined set of data fields as listed in Annex 1.
5. performance information requirements
   1. Performance Information is related to all activities undertaken whilst discharging the requirements of all subsequent Call Off Contracts held by the Supplier under the Terms of this Framework Agreement.
   2. Performance Information is required to be provided for every Planned and / or Reactive Task or Works order raised as part of the Call Off Contract.
   3. Performance Information is required to be provided for all completed Task and /or Works orders in the month following the closure of the individual Task and /or Work order.
   4. This information is required to be reported against a defined set of data fields with predefined hierarchies and options as listed in Annex 1.
   5. It is anticipated that most of the data required will be derived from information held within the CAFM system.
   6. Where data cannot be provided directly via the CAFM system, or where a manual input is required to the system, full details will be provided by the Contracting Authority at the time of Call Off.
   7. Where additional data is required by the Contracting Authority the additional data requirements will be specified by the Contracting Authority at the time of the Call Off.
   8. Due to the nature and complexity of the data required, it is expected that all data relating to all Planned and / or Reactive works tasks will be provided via a direct export from the CAFM in the required format, to satisfy the requirements of this Framework Schedule 9. Therefore, Suppliers are required to ensure through the Mobilisation Period that the CAFM system they use is set up to deliver the full Management and Performance Information requirement of this Framework Schedule 9 from the Service Commencement Date.
   9. Whilst the CAFM utilised by the Supplier must have the capabilities detailed in Schedule 2 Services and Key Performance Indicators, Part A, Annex 1, the Supplier shall also supply such Performance Information as may be required by a Contracting Authority in accordance with the terms of a Call Off Contract and in the format required by that Call Off Contract.
   10. Where the Contracting Authority has elected to utilise an alternative Help Desk/CAFM Supplier, the alternative Helpdesk/CAFM Supplier is required to utilise CAFM systems with the functionality defined in Schedule 2 Services and Key Performance Indicators, Part A, Annex 1.
   11. Suppliers may be required under the terms of the Call Off Contract to either interface with an alternative Helpdesk/CAFM using an agreed Middleware solution or use the CAFM of the alternative Helpdesk/CAFM Supplier.
   12. The Contracting Authority will provide full details of any required interface with external systems at the time of Call Off.
   13. In either option, the Supplier will retain responsibility for supplying all Management and Performance Information to the Authority, via the Management and Performance Information template embedded at the end of this Framework Schedule 9 and must ensure arrangements are in place to share Management and Performance Information held within the CAFM system of the Independent Helpdesk/CAFM Supplier.
   14. The Contracting Authority will provide any specific building related information required to set up the CAFM, such that it is possible to provide the Management and Performance Information required in the correct format. All such information shall form part of the Affected Property Data Pack provided during the Call Off ITT stage.
6. MANAGEMENT and performance INFORMATION AND FORMAT
   1. The Supplier agrees to provide timely, full, accurate and complete Management and Performance Information Reports to the Authority which incorporates the data, in the correct format, required by the Management Information Reporting Template. The initial Management and Performance Information Reporting Template is embedded at the end of this Framework Schedule 9.
   2. The Authority may from time to time make changes to the Management and Performance Information Reporting Template including to the data required or format of the report and issue a replacement version of the Management and Performance Information Reporting Template to the Supplier. The Authority shall give notice in writing of any such change to the Management and Performance Information Reporting Template and shall specify the date from which the replacement Management and Performance Information Reporting Template must be used for future Management and Performance Information Reports which date shall be at least thirty (30) calendar days following the date of the notice.
   3. If the Management and Performance Information Reporting Template is amended by the Authority at any time, then the Supplier agrees to provide all future Management and Performance Information Reports in accordance with the most recent Management and Performance Information Reporting Template issued by the Authority.
   4. The Authority may provide the Supplier with supplemental guidance for completing the Management and Performance Information Reporting Template or submitting Management and Performance Information Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly Management and Performance Information Report in accordance with any such guidance.
   5. The Supplier may not make any amendment to the current Management and Performance Information Reporting Template without the prior Approval of the Authority.
   6. The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management and Performance Information which the Supplier is required to supply to the Authority.
7. FREQUENCY AND COVERAGE
   1. All Management and Performance Information Reports must be completed by the Supplier using the Management and Performance Information Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call Off Contracts have permanently ceased.
   2. The Management and Performance Information Report should be used (among other things) to report transactions occurring during the Month to which the Management and Performance Information Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's Management and Performance Information Report and not September's.
   3. The Supplier must return the Management and Performance Information Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
   4. The Supplier must inform the Authority of any errors or corrections to the Management and Performance Information:
      1. in the next Management and Performance Report due immediately following discovery of the error by the Supplier; or
      2. as a result of the Authority querying any data contained in a Management and Performance Report.
8. SUBMISSION OF THE MONTHLY Management and Performance Information REPORT
   1. The completed Management and Performance Information Report shall be completed electronically and returned to the Authority by uploading the electronic Management and Performance Information Report computer file to MISO in accordance with the instructions provided in MISO.
   2. The Authority reserves the right (acting reasonably) to specify that the Management and Performance Information Report be submitted by the Supplier using an alternative communication to that specified in paragraph Error! Reference source not found. above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.
9. DEFECTIVE MANAGEMENT AND PERFORMANCE INFORMATION
   1. The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management and Performance Information pursuant to this Framework Agreement because Management and Performance Information is used by the Authority to inform strategic decision making and allows it to calculate the Management Charge and measure the Supplier’s performance against KPIs as defined in Schedule 12 of the Template Call Off Terms – Key Performance Indicators.
   2. Following an MI Failure the Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the Management and Performance Information Report provided to the Authority. The Supplier shall rectify any deficient or incomplete Management and Performance Information Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.
   3. Meetings
      1. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.
   4. Admin Fees
      1. If, in any rolling three (3) Month period, two (2) or more MI Failure occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph **Error! Reference source not found.**) in respect of any MI Failures as they arise in subsequent Months.
      2. If, following activation of the Authority's right to charge Admin Fees in respect of Management and Performance Failures pursuant to paragraph Error! Reference source not found., the Supplier submits the Monthly Management and Performance Information Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fees shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph Error! Reference source not found. are met.
      3. The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management and Performance Information as required by this Framework Agreement.
      4. The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 9.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 19 (Management Charge) as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph 9.4 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement
10. DEFAULT MANAGEMENT CHARGE
    1. If:
       1. Two (2) MI Failures occur in any rolling six (6) Month period; or
       2. Two (2) consecutive MI Failures occur; then a "Management and Performance Information Default" shall be deemed to have occurred.
    2. If an MI Default occurs the Authority shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph Error! Reference source not found. which the Supplier shall be required to pay to the Authority ("Default Management Charge") and/or to terminate this Framework Agreement.
    3. The Default Management Charge shall be calculated as the higher of:
       1. the average Management Charge paid or payable by the Supplier to the Authority based on any Management and Performance Information submitted in the six (6) Month period preceding the date on which the Management and Performance Information Default occurred or, if the Management and Performance Information Default occurred within less than six (6) Months from the commencement date of the first Call Off Contract, in the whole period preceding the date on which the Management and Performance Information Default occurred; or
       2. the sum of five hundred pounds (£500).
    4. If an Management and Performance Information Default occurs, the Authority shall be entitled to invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to the Authority in accordance with Clause 19 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph Error! Reference source not found. above:
       1. in arrears for those Months in which an MI Failure occurred; and
       2. on an on-going Monthly basis, until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.
    5. For the avoidance of doubt the Parties agree that:
       1. the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 19 of this Framework Agreement; and
       2. any rights or remedies available to Authority under this Framework Agreement in respect of the payment of the Management Charge shall be available to the Authority also in respect of the payment of the Default Management Charge.
    6. If the Supplier provides sufficient Management and Performance Information to rectify any MI Failure to the satisfaction of the Authority and the Management and Performance Information demonstrates that:
       1. the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
       2. the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 19 (Management Charge).

ANNEX 1: MANAGEMENT AND PERFORMANCE INFORMATION REQUIREMENTS

The following MI Reporting Template incorporates the MISO template which the Supplier shall populate in relation to the MI requirements under this Framework Agreement.



FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company’s external auditor]

[Guidance Note: Please seek guidance from the CCS audit team in relation to this point]

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert name of Supplier] and the Authority, we confirm the following:

In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.

We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.

We have tested a sample of [ ] [insert number of sample transactions tested] Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.

We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

[Guidance Note: see Clause 17 (Records, Audit Access and Open Book Data) for details of what is required]

Name:………………………………………………………

Signed:…………………………………………………….

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

Note to Suppliers: where CCS identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and will seek further guidance from the Treasury Solicitor’s Department.

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION
   1. This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Services to Contracting Authorities.
2. MARKETING
   1. Marketing contact details:
      1. [NAME]
      2. [ADDRESS]
      3. [Telephone and email]
3. AUTHORITY PUBLICATIONS
   1. The Authority will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by the Authority.
   2. Such information shall be provided in the form of a completed template, supplied by the Authority together with the instruction for completion and the date for its return.
   3. Failure to comply with the provisions of paragraphs 4.1 and 4.2 may result in the Supplier's exclusion from the use of such marketing materials.
4. SUPPLIER PUBLICATIONS
   1. Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.
   2. The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier’s website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS
   1. In this Framework Schedule 12, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| "Benchmarked Rates" | 1. means the Framework Prices for the Benchmarked Services |
| "Benchmark Review" | 1. means a review of the Services carried out in accordance with this Framework Schedule 12 to determine whether those Services represent Good Value |
| "Benchmarked Services" | 1. means any Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12 |
| "Comparable Rates" | 1. means rates payable by the Comparison Group for Comparable Services that can be fairly compared with the Framework Prices |
| "Comparable Supply" | 1. means the supply of Services to another customer of the Supplier that are the same or similar to the Services |
| "Comparable Services" | 1. means Services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark |
| "Comparison Group" | 1. means a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations |
| "Equivalent Data" | 1. means data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group |
| "Good Value" | 1. means that the Benchmarked Rates are within the Upper Quartile |
| "Upper Quartile" | 1. means, in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services |

1. BACKGROUND
   1. The Supplier acknowledges that the Authority wishes to ensure that the Services, represent value for money to the taxpayer throughout the Framework Period.
   2. This Framework Schedule 12 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Contracts remain in force:
      1. Benchmarking;
      2. Continuous Improvement;
2. BENCHMARKING
   1. Frequency Purpose and Scope of Benchmark Review
      1. The Supplier shall carry out Benchmark Reviews of the Services when so requested by the Authority.
      2. The Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
      3. The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
      4. The Services that are to be the Benchmarked Services will be identified by the Authority in writing.
   2. Benchmarking Process
      1. The Supplier shall produce and send to the Authority for Approval, a draft plan for the Benchmark Review.
      2. The plan must include:
         1. a proposed timetable for the Benchmark Review;
         2. a description of the benchmarking methodology to be used;
         3. a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
         4. a description of how the Supplier will scope and identify the Comparison Group.
      3. The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Authority may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
      4. Where the Authority suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.
      5. Once it has received the Approval of the draft plan, the Supplier shall:
         1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
            1. market intelligence;
            2. the Supplier's own data and experience;
            3. relevant published information; and
            4. pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
         2. by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
         3. using the Equivalent Data to calculate the Upper Quartile;
         4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
      6. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
      7. In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
         1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
         2. exchange rates;
         3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.
   3. Benchmarking Report:
      1. For the purposes of this Framework Schedule 12 **“Benchmarking Report”** shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;
      2. The Supplier shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
         1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
         2. if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
         3. include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.
      3. The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Authority in accordance with Clause 18.1 (Variation Procedure).
      4. The Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities.
3. CONTINUOUS IMPROVEMENT
   1. The Supplier shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Authority the Services and the manner in which it is providing the Services with a view to reducing the Authority's costs, the costs of Contracting Authorities (including the Framework Prices) and/or improving the quality and efficiency of the Services. The Supplier and the Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.
   2. Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Contracts and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:
      1. identifying the emergence of new and evolving technologies which could improve the Services;
      2. identifying changes in behaviour at Contracting Authorities that result in a cost saving and a reduction in the Framework Prices;
      3. improving the way in which the Services are sold via the Framework Agreement that may result in reduced Framework Prices;
      4. identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
      5. identifying and implementing efficiencies in the way the Authority and/or Contracting Authorities interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
      6. identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
      7. baselining the quality of the Supplier's Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
      8. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.
   3. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Authority for approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.
   4. The Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
   5. Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
      1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
      2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Authority and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
   6. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
   7. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
   8. Should the Supplier's costs in providing the Services to Contracting Authorities be reduced as a result of any changes implemented by the Authority and/or Contracting Authorities, all of the cost savings shall be passed on to Contracting Authorities by way of a consequential and immediate reduction in the Framework Prices for the Services.

FRAMEWORK SCHEDULE 13: GUARANTEE

[Guidance Note: this is a draft form of guarantee which can be used to procure either a Framework Guarantee or a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary’s requirements. See Clause 8 of the Framework Agreement and Clause 4 of the Template Call Off Terms.]

[Insert the name of the Guarantor]

- and -

[Insert the name of the Beneficiary]

DEED OF GUARANTEE

**DEED OF GUARANTEE**

**THIS DEED OF GUARANTEE** is made the day of 20[ ]

**BETWEEN**:

(1) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of theGuarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details](**“Guarantor”**); in favour of

(2) [The Authority] [Insert name of Contracting Authority who is Party to the Guaranteed Agreement] whose principal office is at [ ] (**“Beneficiary”**)

[Guidance note: Where this deed of guarantee is used to procure a Framework Guarantee in favour of the Authority, this paragraph numbered (2) above will set out the details of the Authority. Where it is used to procure a Call Off Guarantee in favour of a Contracting Authority this paragraph numbered (2) above will set out the details of the relevant Contracting Authority]

**WHEREAS**:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1. Definitions and Interpretation

In this Deed of Guarantee:

* 1. unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
  2. the words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list, as appropriate to either Framework Guarantee or Call Off Guarantee]

|  |  |
| --- | --- |
| "Authority" | 1. has the meaning given to it in the Framework Agreement; |
| "Beneficiary" | 1. means [the Authority] [insert name of the Contracting Authority with whom the Supplier enters into a Call Off Contract] and "Beneficiaries" shall be construed accordingly; |
| "Call Off Contract" | 1. has the meaning given to it in the Framework Agreement; |
| "Framework Agreement" | 1. means the Framework Agreement for the Services dated on or about the date hereof made between the Authority and the Supplier;] |
| "Guaranteed Agreement" | 1. means [the Framework Agreement] [the Call Off Contract] made between the Beneficiary and the Supplier on [insert date]; |
| "Guaranteed Obligations" | 1. means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement; |
| "Services" | 1. has the meaning given to it in the Framework Agreement; |

* 1. references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
  2. unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
  3. references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
  4. the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
  5. unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
  6. unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
  7. unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
  8. references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
  9. references to liability are to include any liability whether actual, contingent, present or future.

1. Guarantee and indemnity
   1. The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
   2. The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
   3. If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
      1. fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the
      2. d Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
      3. as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
   4. As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.
2. Obligation to enter into a new contract
   1. If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.
3. Demands and Notices
   1. Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
      1. [Address of the Guarantor in England and Wales]
      2. [Facsimile Number]
      3. For the Attention of [insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

* 1. Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
     1. if delivered by hand, at the time of delivery; or
     2. if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
     3. if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
  2. In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
  3. Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

1. Beneficiary's protections
   1. The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
   2. This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
      1. it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
      2. it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
      3. if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
      4. the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
   3. The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
   4. The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
   5. The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
   6. Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
   7. Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
2. Guarantor intent
   1. Without prejudice to the generality of Clause 5 (Beneficiary’s protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.
3. Rights of subrogation
   1. The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
      1. of subrogation and indemnity;
      2. to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier’s obligations; and
      3. to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary’s written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

1. Deferral of rights
   1. Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
      1. exercise any rights it may have to be indemnified by the Supplier;
      2. claim any contribution from any other guarantor of the Supplier’s obligations under the Guaranteed Agreement;
      3. take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
      4. demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
      5. claim any set‑off or counterclaim against the Supplier;
   2. If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.
2. Representations and warranties
   1. The Guarantor hereby represents and warrants to the Beneficiary that:
      1. the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
      2. the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
      3. the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
         1. the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
         2. any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
         3. the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
      4. all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
      5. this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.
3. Payments and set-off
   1. All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
   2. The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
   3. The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.
4. Guarantor's acknowledgement
   1. The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.
5. Assignment
   1. The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
   2. The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.
6. Severance
   1. If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.
7. Third party rights
   1. A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
8. Governing Law
   1. This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
   2. The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
   3. Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
   4. The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
   5. [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

***[Insert name of the Guarantor]*** acting by ***[Insert/print names]***

Director

Director/Secretary

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES
   1. Without prejudice to its obligations to the Authority under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
   2. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
   3. The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
   4. The Supplier shall ensure that the public liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.
2. GENERAL OBLIGATIONS
   1. Without limiting the other provisions of this Framework Agreement, the Supplier shall:
      1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
      2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
      3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
3. FAILURE TO INSURE
   1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
   2. Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
4. EVIDENCE OF POLICIES
   1. The Supplier shall upon the Framework Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 14. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.
5. AGGREGATE LIMIT OF INDEMNITY
   1. Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
      1. if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:
         1. details of the policy concerned; and
         2. its proposed solution for maintaining the minimum limit of indemnity specified; and
      2. if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:
         1. ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
         2. if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.
6. CANCELLATION
   1. The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
7. INSURANCE CLAIMS
   1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
   2. Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of two thousand five hundred pounds (£2,500)relating to or arising out of the provision of the Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
   3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
   4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

Part A: Third Party Public Liability Insurance

1. Insured
   1. The Supplier
2. Interest
   1. To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
      1. death or bodily injury to or sickness, illness or disease contracted by any person;
      2. loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14)and arising out of or in connection with the provision of the Services and in connection with this Framework Agreement.

1. Limit of indemnity
   1. Not less than ***one million pounds (£1,000,000)*** in respect of any one occurrence, the number of occurrences being unlimited, but ***five million pounds (£5,000,000)*** any one occurrence and in the aggregate per annum in respect of pollution liability.
2. Territorial limits
   1. the territorial limits will be as per the coverage required by the contracting authority at call off contract and the supplier solution offered (to include hosting arrangements).
3. Period of insurance
   1. From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.
4. Cover features and extensions
   1. Indemnity to principals clause.
5. Principal exclusions
   1. War and related perils.
   2. Nuclear and radioactive risks.
   3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
   4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
   5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
   6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
   7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
   8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
6. Maximum deductible threshold
   1. Not to exceed ***[£ threshold to be agreed with Supplier]*** for each and every third party property damage claim (personal injury claims to be paid in full).

Part B: Professional Indemnity Insurance

1. Insured
   1. The Supplier
2. Interest
   1. To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants’ costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.
3. Limit of indemnity
   1. Not less than ***five million pounds (£5,000,000)***  in respect of any one claim and in the aggregate per annum.

[Guidance Note: In determining the sum, the financial limits on liability as set out in Clause 29 (Liability) should be taken into account.]

1. Territorial Limits
   1. [To be determined by the Authority]
2. Period of insurance
   1. From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.
3. Cover features and extensions
   1. Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Commencement Date.
4. Principal exclusions
   1. War and related perils
   2. Nuclear and radioactive risks
5. Maximum deductible threshold
   1. Not to exceed [insert threshold set out in the Supplier’s Tender] each and every claim.

Part C: United Kingdom Compulsory Insurances

1. General
   1. The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

FRAMEWORK SCHEDULE 15: NOT USED

[FRAMEWORK SCHEDULE 16: NOT USED

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION
   1. In this Framework Schedule 17 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
   2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 17 applies.
   3. Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 26.4 (Freedom of Information), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  | [insert date] | [insert details] | [insert duration] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[Guidance note: Any information provided in this Framework Schedule should be information which would be exempt under the FOIA. If the information would not be exempt under FOIA the Authority may publish it under Clause 26.3 (Transparency) of this Framework Agreement.]

[Guidance note: where any information listed in this Framework Schedule 17 is considered to be Management Information for the purposes of Clause 26.1 of the Framework Agreement and is provided by the Supplier to the Authority, the Authority may disclose the Management Information to other Contracting Authorities in accordance with Clause 26.1.2 of this Framework Agreement.]

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS
   1. In this Framework Schedule 18, the following definitions shall apply:

|  |  |
| --- | --- |
| "CEDR" | 1. means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU; |
| "Counter Notice" | 1. has the meaning given to it in paragraph 6.2; |
| "Exception" | 1. means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Services; |
| "Expedited Dispute Timetable" | 1. means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6; |
| "Expert" | 1. means the person appointed by the Parties in accordance with paragraph 5.2of this Framework Schedule 18; |
| "Mediation Notice" | 1. has the meaning given to it in paragraph 3.2; and |
| "Mediator" | 1. means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18. |

1. INTRODUCTION
   1. If a Dispute arises then:
      1. the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
      2. if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.
   2. The Dispute Notice shall set out:
      1. the material particulars of the Dispute;
      2. the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
      3. if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.
   3. Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 18.
   4. Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:
      1. first by commercial negotiation (as prescribed in paragraph 3);
      2. then by mediation (as prescribed in paragraph 4); and
      3. lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 48 (*Governing Law and Jurisdiction*)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

* 1. In exceptional circumstances where the use of the times in this Framework Schedule 18 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
  2. If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 18:
     1. in paragraph 3.2.3, ten (10) Working Days;
     2. in paragraph 4.2, ten (10) Working Days;
     3. in paragraph 5.2, five (5) Working Days; and
     4. in paragraph 6.2, ten (10) Working Days.
  3. If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

1. COMMERCIAL NEGOTIATIONS
   1. Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority’s  ***Facilities Management Category Lead*** and the Supplier’s [***insert role***], such discussions being commercial negotiations.
   2. If:
      1. either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
      2. the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or
      3. the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a “**Mediation Notice”**) in accordance with paragraph 4.

1. MEDIATION
   1. If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.
   2. If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
   3. If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
   4. Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
2. EXPERT DETERMINATION
   1. If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
   2. The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
   3. The Expert shall act on the following basis:
      1. he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
      2. the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;
      3. the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
      4. any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
      5. the process shall be conducted in private and shall be confidential; and
      6. the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.
3. ARBITRATION
   1. The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.
   2. Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
   3. If:
      1. the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4shall apply;
      2. the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
      3. the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 48 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
   4. In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:
      1. all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7;
      2. the arbitration shall be administered by the LCIA;
      3. the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
      4. if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
      5. the chair of the arbitral tribunal shall be British;
      6. the arbitration proceedings shall take place in London and in the English language; and
      7. the seat of the arbitration shall be London.
4. URGENT RELIEF
   1. Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
      1. for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party’s Intellectual Property Rights; and/or
      2. where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FRAMEWORK SCHEDULE 19: VARIATION FORM

Variation Form No:

……………………………………………………………………………………

BETWEEN:

|  |
| --- |
| **[**insert name of Authority**]** ("**the Authority"**)  and  **[**insert name of Supplier**]** (**"the Supplier"**) |

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

1. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
2. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |
|  |  |

Signed by an authorised signatory to sign for and on behalf of the Supplier

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |
|  |  |

FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS

1. INDEMNITIES
   1. This Schedule shall apply to the conduct by a Party from whom an indemnity is sought under this Framework Agreement or any Call Off Contract (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “Beneficiary”).
   2. If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Framework Agreement or any Call Off Contract (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
   3. Subject to Paragraph 1.5, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim, and the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
   4. With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
      1. the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
      2. the Indemnifier shall not bring the name of the Beneficiary into disrepute;
      3. the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
      4. the Indemnifier shall conduct the Claim with all due diligence.
   5. The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement or any Call Off Contract if:
      1. the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
      2. the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
      3. the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.
2. RECOVERY OF SUMS
   1. If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever the lesser is of:
      1. an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
      2. the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.
3. MITIGATION
   1. Each of the Authority or Contracting Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

FRAMEWORK SCHEDULE 21: TENDER

1. General
   1. This Framework Schedule 20 sets out a copy of the Supplier’s Tender including the Supplier’s responses to the whole award questionnaire in accordance with paragraph 2.5 of the ITT.
   2. Subject to Clauses 1.2.2 and 1.2.3, in addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Contract, the Supplier shall provide the Services to Contracting Authorities in accordance with the Tender.

[Guidance Note: Include here a copy of the Supplier’s Tender (or cross refer to where this is found), including the Supplier’s responses to the whole award questionnaire in accordance with paragraph 2.5 of the award questionnaire to the ITT]