

# CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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## Order Form

<b>1. Buyer</b>	LiveWest Homes Limited, 1 Wellington Way, Skypark, Exeter, EX5 2 FZ, Registration number: RS007724	
<b>2. Supplier</b>	BWS Security systems ltd T/A BWS Ltd, Unit 11, Church Farm Business Park, Corston, Bath, BA2 9AP Registration number: 03851779	
<b>3. The Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables.  The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" <b>Conditions</b> ") and Annexes.  Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
<b>4. Deliverables</b>	<b>Goods</b>	<ul style="list-style-type: none"> <li>None</li> </ul>
	<b>Services</b>	in Annex 2 – Specification in the Supplier's tender as set out in Annex 4 – Supplier Tender
<b>5. Specification</b>	The specification of the Deliverables is as set out: <ul style="list-style-type: none"> <li>in Annex 2 – Specification</li> <li>in the Supplier's tender as set out in Annex 4 – Supplier Tender.</li> </ul>	
<b>6. Start Date</b>	18 <sup>th</sup> August 2025	
<b>7. Expiry Date</b>	17 <sup>th</sup> August 2028	
<b>8. Extension Period</b>	The Buyer may extend the Contract for two periods of 1 year (5 years total). The Conditions of the Contract shall apply throughout any such extended period. Due to the nature of the service, the supplier will requote up to 12 months in advance for the fees / cost proposal in line with the extension options, for review and discussion.	
<b>9. Buyer Cause</b>	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.	
<b>10. Optional Intellectual Property Rights ("IPR") Clauses</b>	Not applicable	
<b>11. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3 – Charges	
<b>12. Payment</b>	Payment of valid and undisputed invoices will be made within 30 days of receipt of the invoice or, if later, the date by which the payment falls due in accordance with the invoice, which must be submitted promptly by the Supplier.	

	<p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details including the minimum required information set out in Section 68(9) of the Procurement Act 2023, to: <a href="mailto:finance.payments@livewest.co.uk">finance.payments@livewest.co.uk</a></p> <p>Within 30 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to the bank details provided on request of company information.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team by email to: <a href="mailto:finance.payments@livewest.co.uk">finance.payments@livewest.co.uk</a>.</p>										
<b>13. Data Protection Liability Cap</b>	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.5.4 of the Conditions is no more than the Data Protection Liability Cap, being £5 million.										
<b>14. Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Supplier shall attend progress meetings with the Buyer every month</li> <li>The Supplier shall provide the Buyer with progress reports every month</li> </ul>										
<b>15. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will be</p> <p>Alan Brand – <a href="mailto:alan.brand@livewest.co.uk">alan.brand@livewest.co.uk</a></p> <p>or, in their absence,</p> <p>Steven Nelson - <a href="mailto:steven.nelson@livewest.co.uk">steven.nelson@livewest.co.uk</a></p>										
<b>16. Supplier Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p>TBC or, in their absence, TBC</p>										
<b>17. Address for notices</b>	<p>In accordance with clause 26.1, all notices under the Contract shall be in writing and will be served by e-mail unless it is not practicable to do so.</p> <table border="0"> <tr> <td>Steven Nelson</td> <td>TBC</td> </tr> <tr> <td><a href="mailto:Steven.nelson@livewest.co.uk">Steven.nelson@livewest.co.uk</a></td> <td>TBC</td> </tr> <tr> <td>Attention: Head of Compliance</td> <td>Attention: TBC</td> </tr> <tr> <td>Address: LiveWest, 1 Wellington Way, Skypark, Exeter, EX5 2FZ</td> <td>Address: TBC</td> </tr> <tr> <td></td> <td>Legal notices sent to - TBC</td> </tr> </table>	Steven Nelson	TBC	<a href="mailto:Steven.nelson@livewest.co.uk">Steven.nelson@livewest.co.uk</a>	TBC	Attention: Head of Compliance	Attention: TBC	Address: LiveWest, 1 Wellington Way, Skypark, Exeter, EX5 2FZ	Address: TBC		Legal notices sent to - TBC
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Attention: Head of Compliance	Attention: TBC										
Address: LiveWest, 1 Wellington Way, Skypark, Exeter, EX5 2FZ	Address: TBC										
	Legal notices sent to - TBC										

<b>18. Key Staff</b>	N/A
<b>19. Procedures and Policies</b>	As detailed within the published tender documentation
<b>20. Optional Security Requirements</b>	Annex 6 – Security Management
<b>21. Special Terms</b>	Not used
<b>22. Incorporated Terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) This Order Form</li> <li>(b) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(c) Conditions</li> <li>(d) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. Annex 1 – Processing Personal Data</li> <li>ii. Annex 2 – Specification</li> <li>iii. Annex 3 – Charges</li> <li>iv. Suppliers Tender submission, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</li> <li>v. Annex 6 – Security Management</li> </ul> </li> </ul>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: Ian Mark Phelps <a href="mailto:ian.phelps@bwsgroup-uk.com">ian.phelps@bwsgroup-uk.com</a>	Name: Suzanne Brown  Executive Director of Operations
Date: 01/10/2025	Date: 20/11/2025
Signature:  <a href="#">Ian Phelps (Oct 1, 2025 17:35:30 GMT+1)</a>	Signature:  <a href="#">Suzanne Brown (Nov 20, 2025 11:30:06 GMT)</a>

## II. Short form Terms ("Conditions")

### 1 DEFINITIONS USED IN THE CONTRACT

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Audit"</b>	<p>the Buyer's right to:</p> <ul style="list-style-type: none"><li>(a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract);</li><li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;</li><li>(c) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li><li>(d) identify or investigate actual or suspected breach of clauses 4 to 33 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li><li>(e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables;</li><li>(f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li><li>(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</li><li>(h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</li><li>(i) 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 Buyer has used its resources;</li></ul>
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer Cause"</b>	has the meaning given to it in the Order Form;
<b>"Buyer"</b>	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;

<b>"Charges"</b>	the charges for the Deliverables as specified in the Order Form;
<b>"Claim"</b>	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
<b>"Conditions"</b>	these short form terms and conditions of contract;
<b>"Confidential Information"</b>	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> <li>(a) is known by the receiving Party to be confidential;</li> <li>(b) is marked as or stated to be confidential; or</li> <li>(c) ought reasonably to be considered by the receiving Party to be confidential;</li> </ul>
<b>"Conflict of Interest"</b>	a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
<b>"Contract"</b>	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
<b>"Contract Year"</b>	<ul style="list-style-type: none"> <li>(a) a period of 12 months commencing on the Start Date; and</li> <li>(b) thereafter a period of 12 months commencing on each anniversary of the Start Date,</li> </ul> with the final Contract Year ending on the expiry or termination of the Term;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	<ul style="list-style-type: none"> <li>(a) the UK GDPR,</li> <li>(b) the DPA 2018;</li> <li>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</li> </ul>

	(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
<b>"Data Protection Liability Cap"</b>	has the meaning given to it in row 13 of the Order Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Deliver"</b>	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
<b>"Deliverables"</b>	the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
<b>"Developed System"</b>	the software or system that the Supplier is required to develop under this Contract;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"EU GDPR"</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <p>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "<b>Affected Party</b>") which prevent or materially delay the Affected Party from performing its obligations under the Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p>



	<p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available</p> <p>but excluding:</p> <p>(a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
<b>"Good Industry Practice"</b>	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;
<b>"Goods"</b>	the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Buyer Data"</b>	<p>any:</p> <p>(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</p> <p>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in (a) or (b) that:</p> <p>(i) is supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;</p>
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Controller"</b>	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p>

	<p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
<b>"IP Completion Day"</b>	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
<b>"IR35"</b>	Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement ( <i>Optional</i> ) of Annex 1 – Processing Personal Data;
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of processing;
<b>"Key Staff"</b>	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
<b>"Law"</b>	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>"Material Breach"</b>	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
<b>"National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>"New IPR Items"</b>	a deliverable, document, product or other item within which New IPR subsists;
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Open Licence"</b>	any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a> as updated from time to time and the Open Standards Principles documented at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> as updated from time to time;
<b>"Order Form"</b>	the order form signed by the Buyer and the Supplier printed above these Conditions;

<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> as updated from time to time;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Contract;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Protective Measures"</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>(a) the nature of the data to be protected;</li> <li>(b) harm that might result from Data Loss Event;</li> <li>(c) state of technological development;</li> <li>(d) the cost of implementing any measures;</li> </ul> <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Annex 1 (<i>Processing Personal Data</i>) and Annex 6 (<i>Security Management</i>) (if used);</p>
<b>"Purchase Order Number" or "PO Number"</b>	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> <li>(a) full details of the Material Breach that has occurred, including a root cause analysis;</li> <li>(b) the actual or anticipated effect of the Material Breach; and</li> <li>(c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);</li> </ul>
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

<b>"Request For Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term <b>"request"</b> shall apply);
<b>"Security Requirements"</b>	the security requirements set out in the Order Form or in Annex 6 ( <i>Security Management</i> ) (if used);
<b>"Services"</b>	the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Start Date"</b>	the start date of the Contract set out in the Order Form;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>(a) provides the Deliverables (or any part of them);</li> <li>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
<b>"Supplier Staff"</b>	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under this Contract;
<b>"Supplier"</b>	the person named as Supplier in the Order Form;
<b>"Supply Chain Intermediary"</b>	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
<b>"Term"</b>	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
<b>"Third Party IPR"</b>	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transparency Information"</b>	<ul style="list-style-type: none"> <li>(a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time;</li> <li>(b) any information or notices, permitted or required to be published by the Procurement Act 2023, any Regulations published under it, and any PPNs, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information; and</li> <li>(c) any information about the Contract, including the content of the Contract, and any changes to this Contract agreed from time to time, as well as</li> </ul>

	any information relating to the Deliverables and performance pursuant to the Contract required to be disclosed under FOIA or the Environmental Information Regulations 2004, subject to any exemptions, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information;
"US Data Privacy Framework"	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
  - 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  - 2.1.3 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
  - 2.1.4 a reference to a Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time before or after the date of this Contract and any prior or subsequent legislation under it;
  - 2.1.5 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
  - 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - 2.1.7 a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.
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### **3 HOW THE CONTRACT WORKS**

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4 WHAT NEEDS TO BE DELIVERED**

#### **4.1 All Deliverables**

- 4.1.1 The Supplier must provide Deliverables:
  - 4.1.1.1 in accordance with the Specification, the tender in Annex 4 (where applicable) and the Contract;
  - 4.1.1.2 using reasonable skill and care;
  - 4.1.1.3 using Good Industry Practice;
  - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
  - 4.1.1.5 on the dates agreed; and
  - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

#### **4.2 Goods clauses**

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
  - 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
  - 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
  - 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
  - 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
  - 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
  - 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
  - 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
  - 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that
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might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs or expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

### **4.3 Services clauses**

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
  - 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the Security Requirements (where any such requirements have been provided).
  - 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
  - 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
  - 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
  - 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
  - 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
  - 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
  - 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.
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## **5 PRICING AND PAYMENTS**

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
  - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges:
- 5.3.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum, or
  - 5.3.2 if later, the day by which the payment falls due in accordance with the invoice,
- subject to the invoice being verified as valid and undisputed.
- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes the minimum required information set out in Section 88(7) of the Procurement Act 2023;
  - 5.4.2 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
  - 5.4.3 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full:
- 5.7.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or
  - 5.7.2 if later, the date by which the payment falls due in accordance with the invoice,
- subject to the invoice being verified as valid and undisputed.
- 5.8 If the invoice is not paid in accordance with the timescales in clause 5.7, the Buyer can publish the details of the late payment or non-payment.
- 5.9 Where any invoice does not conform to the Buyer's requirements set out in clause 5.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

## **6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
  - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
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- 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
  - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
  - 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
  - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
  - 6.2.3 mitigated the impact of the Buyer Cause.

## **7 RECORD KEEPING AND REPORTING**

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
  - 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
  - 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
  - 7.4 The Buyer or an auditor can Audit the Supplier.
  - 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
  - 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
  - 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
    - 7.7.1 tell the Buyer and give reasons;
    - 7.7.2 propose corrective action; and
    - 7.7.3 provide a deadline for completing the corrective action.
  - 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
    - 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
    - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in clause 11.5.1 shall apply.
  - 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the
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Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

- 7.10 At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with clause 5.7, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

## **8 SUPPLIER STAFF**

- 8.1 The Supplier Staff involved in the performance of the Contract must:

- 8.1.1 be appropriately trained and qualified;
- 8.1.2 be vetted in accordance with the Buyer's staff vetting procedures as specified in the Order Form or in Annex 6 (*Security Requirements*) (if used); and
- 8.1.3 comply with all conduct requirements when on the Buyer's premises.

- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.

- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
- 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
- 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

## **9 RIGHTS AND PROTECTION**

- 9.1 The Supplier warrants and represents that:
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- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
  - 9.1.2 the Contract is entered into by its authorised representative;
  - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
  - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
  - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
  - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
  - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

## **10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")**

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
  - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
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- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third-party intellectual property rights; and
  - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
  - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
  - 10.8.2 one of the following conditions applies:
    - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
    - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
      - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
      - (b) the Buyer agrees to those licence terms; and
      - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms;
    - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

## **11 ENDING THE CONTRACT**

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
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11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### 11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

### 11.4 When the Buyer can end the Contract

11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

11.4.1.4 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.5 the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables.

### 11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.7.3, 11.4, 7.8.2, 32.4 or Paragraph 8 of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Buyer Data other than Buyer Data (i) that is Personal Data in respect of which the Supplier is a Controller; (ii) in respect of which the Supplier has rights to hold the Buyer Data independently of this Contract; and (iii) where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and

11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 11.6.2, 12, 14, 15, 16, 18, 19, 22, 31.2.2, 35 and 36 and any clauses which are expressly or by implication intended to continue.

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## **11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)**

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
  - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
  - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
  - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with clauses 20.3 and 23.4.

## **11.7 Partially ending and suspending the Contract**

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
  - 11.7.3.1 reject the variation; or
  - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR**

- 12.1 Subject to clause 12.4- 12.6, each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
  - 12.2 No Party is liable to the other for:
    - 12.2.1 any indirect losses; and/or
    - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
  - 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
    - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
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- 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
- 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 31.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 In spite of clause 12.1, but subject to clauses 12.2 and 12.3, the Supplier's total aggregate liability in each Contract Year under clause 14.5.4 is no more than the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

### **13 OBEYING THE LAW**

- 13.1 The Supplier, in connection with provision of the Deliverables:
  - 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1163536/Supplier\\_Code\\_of\\_Conduct\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
  - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
  - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
  - 13.1.4 must comply with the model contract terms contained in (a) to (l) of Annex C of the guidance to PPN 009 (Tackling Modern Slavery in Government Supply Chains), as such clauses may be amended or updated from time to time; and
  - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 33.

### **14 DATA PROTECTION AND SECURITY**

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Buyer Data.
  - 14.2 The Supplier must ensure that any Supplier, Subcontractor, or Sub-processor system holding any Buyer Data, including back-up data, is a secure system that complies with the Security Requirements (including Annex 6 (*Security Management*) (if used)) or as
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otherwise provided in writing by the Buyer (where any such requirements have been provided).

14.3 If at any time the Supplier suspects or has reason to believe that the Buyer Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

14.4 If the Buyer Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:

14.4.1 tell the Supplier (at the Supplier's expense) to restore or get restored Buyer Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

14.4.2 restore the Buyer Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

14.5 The Supplier:

14.5.1 must, subject to the Security Requirements (if any), provide the Buyer with all Buyer Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

14.5.2 must have documented processes to guarantee prompt availability of Buyer Data if the Supplier stops trading;

14.5.3 must, subject to the Security Requirements (if any), securely erase (using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted) all Buyer Data and any copies it or a Subcontractor holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Buyer Data in respect of which the Supplier is a Controller or which the Supplier has rights to hold the Buyer Data independently of this Contract; and

14.5.4 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.6 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the UK GDPR and DPA 2018. A Party may act as:

14.6.1 "Controller" in respect of the other Party who is "Processor";

14.6.2 "Processor" in respect of the other Party who is "Controller";

14.6.3 "Joint Controller" with the other Party;

14.6.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

#### **14.7 Where one Party is Controller and the other Party its Processor**

14.7.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated

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terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

- 14.7.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
  - 14.7.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
    - 14.7.3.1 a systematic description of the expected processing and its purpose;
    - 14.7.3.2 the necessity and proportionality of the processing operations;
    - 14.7.3.3 the risks to the rights and freedoms of Data Subjects; and
    - 14.7.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data and assurance that those measures comply with any Security Requirements.
  - 14.7.4 The Processor must, in relation to any Personal Data processed under this Contract:
    - 14.7.4.1 process that Personal Data only in accordance with this clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used), unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
    - 14.7.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
    - 14.7.4.3 ensure that:
      - (a) the Processor Personnel do not process Personal Data except in accordance with clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used);
      - (b) it uses the Buyer's staff vetting procedures to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
        - (i) are aware of and comply with the Processor's duties under this clause 14 and Annex 6 (*Security Management*) (if used);
        - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
        - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
        - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
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- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
    - (A) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
    - (B) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 14.7.4.3(c)(i); and
    - (C) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
      - (1) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i);
      - (2) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i); and/or
      - (3) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 14.7.4.3(c)(i)(B) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

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- (d) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
  - (i) where the transfer is subject to UK GDPR:
    - (A) the International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
    - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
  - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
 

as well as any additional measures determined by the Controller being implemented by the importing party;
- (e) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (f) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (g) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.7.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

14.7.6 The Processor must notify the Controller immediately if it:

- 14.7.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 14.7.6.2 receives a request to rectify, block or erase any Personal Data;
- 14.7.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- 14.7.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
    - 14.7.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
    - 14.7.6.6 becomes aware of a Data Loss Event.
  - 14.7.7 Any requirement to notify under clause 14.7.6 includes the provision of further information to the Controller in stages as details become available.
  - 14.7.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.7.6. This includes giving the Controller:
    - 14.7.8.1 full details and copies of the complaint, communication or request;
    - 14.7.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
    - 14.7.8.3 any Personal Data it holds in relation to a Data Subject on request;
    - 14.7.8.4 assistance that it requests following any Data Loss Event; and
    - 14.7.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
  - 14.7.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
    - 14.7.9.1 is not occasional;
    - 14.7.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
    - 14.7.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
  - 14.7.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
  - 14.7.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
    - 14.7.11.1 notify the Controller in writing of the intended Subprocessor and processing;
    - 14.7.11.2 obtain the written consent of the Controller;
    - 14.7.11.3 enter into a written contract with the Sub-processor so that this clause 14 applies to the Sub-processor; and
    - 14.7.11.4 provide the Controller with any information about the Sub-processor that the Controller reasonably requires.
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- 14.7.12 The Processor remains fully liable for all acts or omissions of any Sub-processor.
- 14.7.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.
- 14.7.14 To the extent applicable, the terms set out in paragraphs 1-6 and 8-10 of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data shall also apply where the Supplier is a Processor. In the event of any conflict between the requirements in this clause 14 and Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data, the more rigorous requirement applicable to the Buyer shall prevail.

#### **14.8 Joint Controllers of Personal Data**

It is envisaged that because of the nature of access to the Buyer's systems and latitude it has in processing data, it may be the case that from time to time, the Supplier is a Joint Controller with the Buyer in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data.

#### **14.9 Independent Controllers of Personal Data**

It is not envisaged that the parties will both be independent controllers when processing data further to this Contract. Part C Independent Controllers (*Optional*) - *NOT USED* of Annex 1 – Processing Personal Data is not used.

### **15 WHAT YOU MUST KEEP CONFIDENTIAL**

#### **15.1 Each Party must:**

- 15.1.1 keep all Confidential Information it receives confidential and secure;
- 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

#### **15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:**

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
  - 15.2.4 if the information was in the public domain at the time of the disclosure;
  - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
  - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
  - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
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- 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
  - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
  - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - 15.4.4 where requested by Parliament; and
  - 15.4.5 under clauses 5.8 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information and any information which is disclosed under clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

## **16 WHEN YOU CAN SHARE INFORMATION**

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, at no additional cost, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information; and
  - 16.2.2 comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 Any such co-operation and/or information from the Supplier shall be provided at no additional cost.
- 16.4 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

## **17 INSURANCE**

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract and in particular appropriate insurance by reference to the Data Protection Liability Cap.
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## **18 INVALID PARTS OF THE CONTRACT**

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

## **19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT**

- 19.1 Subject to clause 19.2, no third parties may use the Contracts (Rights of Third Parties) Act ("**CRTPA**") to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 19.2 Clauses 5.7, 24.4 and 24.5 confer benefits on persons named or identified 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.

## **20 CIRCUMSTANCES BEYOND YOUR CONTROL**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
  - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
  - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

## **21 RELATIONSHIPS CREATED BY THE CONTRACT**

- 21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22 GIVING UP CONTRACT RIGHTS**

- 22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23 TRANSFERRING RESPONSIBILITIES**

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
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- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

## **24 SUPPLY CHAIN**

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
  - 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
  - 24.2.1 their name;
  - 24.2.2 the scope of their appointment; and
  - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
  - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
  - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
    - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law; and
    - 24.4.2.2 require that all Subcontractors are paid:
      - (a) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or



- (b) if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the party making payment as valid and undisputed;

- 24.4.2.3 require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

- 24.4.2.4 allow the Buyer to publish the details of the late payment or non-payment if this 30 day limit is exceeded.

- 24.5 The Supplier must ensure that a term equivalent to Clause 24.4 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", in clause 15.14(i) are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

- 24.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- 24.6.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;

- 24.6.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under clause 11.4;

- 24.6.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or

- 24.6.4 the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

- 24.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

## **25 CHANGING THE CONTRACT**

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

## **26 HOW TO COMMUNICATE ABOUT THE CONTRACT**

- 26.1 All notices under the Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9am on the first Working Day after sending unless an error message is received.

- 26.2 If it is not practicable for a notice to be served by e-mail in accordance with clause 26.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.

- 26.3 Notices to the Buyer or Supplier must be sent to their e-mail address (or address, where e-mail is not practicable) in the Order Form.
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- 26.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **27 DEALING WITH CLAIMS**

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
  - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
  - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Indemnifier must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
  - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

## **28 EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 28.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 28.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
  - 28.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## **29 HEALTH AND SAFETY**

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- 29.1.1 all applicable Law regarding health and safety; and
  - 29.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

## **30 ENVIRONMENT AND SUSTAINABILITY**

- 30.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 30.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
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- 30.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

## **31 TAX**

- 31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
  - 31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
    - 31.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
    - 31.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
  - 31.3 At any time during the Term, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
    - 31.3.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 31.2.1, or why those requirements do not apply; and
    - 31.3.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 31.2.1.
  - 31.4 The Buyer may supply any information they receive from the Supplier under Clause 31.3 to HMRC for revenue collection and management and for audit purposes.
  - 31.5 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
  - 31.6 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
    - 31.6.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
    - 31.6.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
    - 31.6.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to
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demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements; and

- 31.6.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32 CONFLICT OF INTEREST**

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 32.3 The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to clause 32.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer
- 32.3.1 outside of the control of the Supplier, clauses 11.5.1.2 to 11.5.1.7 shall apply
- 32.3.2 within the control of the Supplier, the whole of clause 11.5.1 shall apply.
- 32.4 Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under clause 32.3, the whole of clause 11.5.1 shall apply.

## **33 REPORTING A BREACH OF THE CONTRACT**

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 33.1 to the Buyer or a Prescribed Person.

## **34 FURTHER ASSURANCES**

- 34.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

## **35 RESOLVING DISPUTES**

- 35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.
- 35.3 Unless the Buyer refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.
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- 35.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 35.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.
- 35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

## **36 WHICH LAW APPLIES**

- 36.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.
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### III. Annex 1 – Processing Personal Data

#### Part A Authorised Processing Template

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are: [Jo Sampson c/o data.protection@livewest.co.uk]

The contact details of the Processor's Data Protection Officer are: TBC

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<b><i>The Buyer is a Controller and the Supplier Processor for each type of Personal Data processed under the Contract. From time to time the Supplier may be a Joint Controller.</i></b>
Subject matter of the processing	The processing of customer details. Details of the Service are provided in Annex 4 below.
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	To enable the Supplier to fulfil its obligations under the contract which will involve viewing, retrieving and using personal data.
Type of Personal Data being processed	The Personal data to be processed includes but is not limited to: - Titles of emails/files which could include names, addresses, telephone numbers Disabilities/vulnerabilities
Categories of Data Subject	LiveWest employees and customers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Data to be handled and retained in line with the terms of the contract (10.1 below).
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	Suppliers internal computer systems/digital devices and associated servers to these servers

Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with Annex 6 ( <i>Security Management</i> ), if used)	As detailed in Annex 4.
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## **Part B    Joint Controller Agreement (*Optional*)**

### **1            JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES**

- 1.1 With respect to Personal Data for which the Parties are Joint Controllers, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data in replacement of clauses 14.7 to 14.7.13 of the Conditions of this Contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controllers.
- 1.2 The Parties agree that the Buyer:
  - 1.2.1 will be the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
  - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
  - 1.2.4 is responsible (where necessary) for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for processing in connection with the Deliverables where consent is the relevant legal basis for that processing; and
  - 1.2.5 shall make available to Data Subjects the essence of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Buyer's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Paragraph 1.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

## 2 SUPPLIER UNDERTAKINGS

2.1 Irrespective of whether it is a Joint Controller or a Processor, the Supplier must :

- 2.1.1 report to the Buyer every 6 months if deemed applicable on:
    - 2.1.1.1 the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
    - 2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
    - 2.1.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
    - 2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
    - 2.1.1.5 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,that it has received in relation to the subject matter of the Contract during that period;
  - 2.1.2 notify the Buyer immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1.1 to 2.1.1.5 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;
  - 2.1.3 provide the Buyer with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 2.1.1.3 to 2.1.1.5 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; to enable the Buyer to comply with the relevant timescales set out in the Data Protection Legislation;
  - 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;
  - 2.1.5 request from the Data Subject or extract from the Buyer's systems only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
  - 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
  - 2.1.7 use best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that Processor Personnel:
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- 2.1.7.1 are aware of and comply with their duties under this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; and those in respect of Confidential Information;
  - 2.1.7.2 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
  - 2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
  - 2.1.8 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds;
  - 2.1.9 ensure that it notifies the Buyer as soon as it becomes aware of an actual or potential Data Loss Event; and
  - 2.1.10 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
    - 2.1.10.1 the transfer is in accordance with Article 45 of the UK GDPR and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
      - (a) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
      - (b) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 2.1.10.1; and
      - (c) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
        - (i) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.1.10.1;
        - (ii) the US Data Privacy Framework is no longer available and the Supplier does not put in place the
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alternative data transfer mechanisms required for compliance with this Paragraph 2.1.10.1; and/or

- (iii) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 2.1.10.1(b) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

2.1.10.2 the Supplier has appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable)) as agreed with the Buyer which could include the relevant parties entering into:

(a) where the transfer is subject to the UK GDPR:

- (i) The UK International Data Transfer Agreement (the "IDTA"), as published by the Information Commissioner's office under section 119A(1) of the DPA 2018 from time to time; or
- (ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time and/or;

(b) where the transfer is subject to the EU GDPR, the EU SCCs,

as well as any additional measures determined by the non-transferring Party being implemented by the importing Party;

2.1.10.3 the Data Subject has enforceable rights and effective legal remedies;

2.1.10.4 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and

2.1.10.5 the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data.

2.1.11 The Supplier shall use its best endeavours to assist the Buyer to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the Buyer to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

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### **3 DATA PROTECTION BREACH**

3.1 Without prejudice to Paragraph 3.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data, the Supplier shall notify the Buyer promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any actual or suspected Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:

- 3.1.1 sufficient information and in a timescale which allows the Buyer to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
- 3.1.2 all reasonable assistance, including:
  - 3.1.2.1 co-operation with the Buyer, the Information Commissioner and any other regulatory body investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - 3.1.2.2 co-operation with the Buyer including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;
  - 3.1.2.3 co-ordination with the Buyer regarding the management of public relations and public statements relating to the Data Loss Event; and/or
  - 3.1.2.4 providing the Buyer and to the extent instructed by the Buyer y to do so, the Information Commissioner and/or any other regulatory body investigating the Data Loss Event, with complete information relating to the Data Loss Event, including the information set out in Paragraph 3.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;.

3.2 The Supplier shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is its fault as if it was its own data at its own cost with all possible speed and shall provide the other Buyer with all reasonable assistance in respect of any such Data Loss Event, including providing the Buyer, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:

- 3.2.1 the nature of the Data Loss Event;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of its Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
- 3.2.6 a description of the likely consequences of the Data Loss Event.

### **4 AUDIT**

4.1 The Supplier shall permit:

- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments
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and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; and the Data Protection Legislation; and/or

4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data in lieu of conducting such an audit, assessment or inspection.

## 5 IMPACT ASSESSMENTS

5.1 The Supplier shall:

5.1.1 provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures); and

5.1.2 maintain full and complete records of all processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## 6 ICO GUIDANCE

6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body.

## 7 LIABILITIES FOR DATA PROTECTION BREACH

7.1 If financial penalties are imposed by the Information Commissioner and/or any other regulatory body on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

7.1.1 if in the view of the Information Commissioner and/or any other regulatory body, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

7.1.2 if in the view of the Information Commissioner and/or any other regulatory body, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be

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responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

7.1.3 if no view as to responsibility is expressed by the Information Commissioner and/or any other regulatory body, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 35 of the Conditions (Resolving disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):

7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

## **8 TERMINATION**

8.1 If the Supplier is in Material Breach under any of its obligations under this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

## **9 SUB-PROCESSING**

9.1 In respect of any processing of Personal Data performed by a third party on behalf of the Supplier , it shall:

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

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## **10 DATA RETENTION**

- 10.1 The Supplier agrees to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

### **Part C Independent Controllers (*Optional*) - *NOT USED***

## **IV. Annex 2 – Specification**

This tender is for the provision of servicing, maintenance, repair and \*minor works to the following fire equipment:

- o Sprinklers
- o Extinguishers/fire blankets
- o Dry risers
- o Fire/Smoke dampers

Additionally, it will include

- o Automatic Opening Vents repairs service
- o Fire alarm call outs

\*minor works may include ad-hoc installation or removals as directed.

It is expected that multiple contractors will be appointed under the Framework to cover the elements rather than one contractor to deliver everything due to specialisms.

The contract will run for 3 years with an option to extend for two further 12-month periods from the anniversary date (i.e. 3y+1y+1y format)

LiveWest will aim to provide a minimum of 1 months' notice prior to the contract expiry date to confirm whether the contract is to be extended.

Sprinkler Systems (Including Misting Systems)

Service Schedule: Annual Inspection – To be undertaken by the contractor

Fire Extinguishers & Blankets

Service Schedule: Annual Inspection – To be undertaken by the contractor

Note 1: Basic Service or Extended Service should be based on the information on the servicing label

on the extinguisher

Basic Service

- Visually inspect the fire extinguisher for corrosion and damage.
  - Check that the extinguisher has not been used, by checking the following:
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- Safety pin and tamper seal are in place (Fig. 1)
- Pressure gauge reading (indicating needle should be in the green area (Fig. 2). This is not applicable for CO2 fire extinguishers)
- Check that the operating instructions on the extinguisher are clear and legible.
- Remove the discharge hose and check for blockages and corrosion (Fig. 3)
- Once the discharge hose has been removed replace the 'O' ring.
- Weigh the extinguisher and record on the service label.
- If there is more than a 10% weight loss, investigate and recharge.
- Wipe down the extinguisher.
- Ensure that the wall mountings are secure and in good condition before replacing the appliance back on the wall.

### Extended Service

Where an extended service is required it is expected that the due to the amount of work required it is less expensive to replace the extinguisher. This should be confirmed by the contractor.

All labels must be fully updated on each piece of equipment, replacing where necessary on the service. Any missed extinguishers or labels not updated must be returned to at contractor cost without additional attendance claim, unless not completed due to access issues which could not be resolved whilst on site for original visit.

Please note, LiveWest may choose to remove the provision of Fire Extinguishers in some, or most of its properties during the contract period. We have included an SOR for contractor removal in each lot to reflect this should this go ahead.

Currently there are no plans to install additional extinguishers, only to maintain existing, or replace where existing have expired.

### Dry Risers

#### Service Schedule:

Six Month Inspection – To be undertaken by the contractor. "Dry Test"/visual test

Annual Inspection – To be undertaken by the contractor. "Wet Test"/pressure test

The dry riser wet tests must all be planned in the milder seasons with the dry tests only being carried out in winter months when inclement weather may cause safety issues with the water discharge.

### Fire/Smoke Dampers

Service Schedule: Contractor to undertake two-yearly service unless found to be a spring-operated fire damper which will require an annual service.

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Service should include:

- Identification and location of each damper - ensuring they are labelled with a damper no. and are scheduled correctly. (This is expected to be more involved on initial service visit)
- Perform a visual check of the damper and any repairs required
- Cleaning the damper as required to ensure proper function
- Carrying out a drop test or equivalent to ensure correct operation of the damper
- Resetting of the damper
- Photographing the damper before and after (with labelled damper no. visible)
- If any dampers are found to be physically inaccessible and fire rated access panels are required, a quotation must be provided (utilising labour and cost plus SORs, unless contractor is able to offer a value for money saving for these works\*). \*This also applies to additional installation works and larger remedials.

#### Automatic Opening Vents (AOVS)

The following services are ordinarily completed LiveWest in-house teams but this tender allows for a back-up provision by contractor:

- Weekly Functional Test – Undertaken by LiveWest
- Three Monthly Functional Test – Undertaken by LiveWest
- Annual Inspection – Undertaken by LiveWest

This tender allows for contractor ad-hoc repairs in normal working hours.

For info. current data suggest there is typically no more than 1 AOV repair requirement per month per lot. There is likely to be no more than 7 AOV installs per year across the Lots.

Emergency call outs to AOVs in normal working hours or out of hours would be very rare but has been included in the pricing document in case needed. An example might be to attend to close a stuck AOV where water is pouring in from heavy rainfall.

Any inoperable AOV will be notified to the fire service. The contractor is to highlight any they find immediately.

AOV repairs must be completed in no more than 5 working days if relating to a Higher Risk Building.

#### Fire Alarm Call Outs

Attendance to site to investigate and rectify an emergency Fire Alarm call out must be attended within a maximum of 90 minutes of a call from LiveWest (or associated organisation). The requirement would be a safe operational reset.

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For information the average number of Fire Alarm call outs are currently:

Lot 1 – 1.4 call outs per week (Apr-Sept), up to 2.7 high season (Oct-Mar)

Lot 2 – 1.9 call outs per week fairly consistent average across the year (foyer sites cause of this)

Lot 3 – 4 call outs per week, fairly consistent average across the year

#### Account Management

LiveWest interfaces with their suppliers at a number of contact points:

Account management: The key commercial interface for forming, maintaining and management of KPI's.

Service management: The key technical interface for regular service reviews, service issues, quality issues and in-flight change projects.

Suppliers must describe their contact points (which may be different to above) and their approach to managing the interfaces. LiveWest requires each interface to be responsive. Suppliers must propose objective and subjective measures for responsiveness of each of these (and other proposed interfaces) and an escalation path.

LiveWest require regular account meetings to ensure services are being delivered as expected and delivered to SLA. Suppliers must outline their account management process and provide examples of any SLA/performance reporting that will be available as part of the service review process.

#### Payment

The supplier shall be entitled to invoice LiveWest on or at any time after the satisfactory delivery of goods or performance of the service.

Supplier and LiveWest shall agree acceptance criteria for a site which, in principle shall be for a fully commissioned device. The parties shall agree whether LiveWest or the Supplier performs these tests.

Any managed service offered by the Supplier must be at a fixed price for the Term.

Invoices must be sent to LiveWest quoting a purchase order number and the description of goods/services

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## Annex 3 – Charges

### LOT 1

LOT 1 - TR postcodes					
	Competency to service, repair and install (please answer "Yes", "Service only" or "No", as applicable)	No. of addresses	Total number of service visits to be completed per annum	Price Per Service (please enter cost even if zero no. in lot, in case identified/added at a later date)	Total Cost
Dry Riser - Dry Test	Yes	6	6	£ 213.33	£ 1,279.98
Dry Riser - Wet Test	Yes	6	6	£ 213.33	£ 1,279.98
Sprinklers	Yes	20	20	£ 333.33	£ 6,666.60
UPS system	Yes	0	0	£ 400.00	-
SmartMist misting system	Yes	28	28	£ 781.25	£ 21,875.00
Plumis/Automist misting system	Yes	0	0	£ 781.25	-
Ico Mist misting system	Yes	0	0	£ 781.25	-
iMist misting system	Yes	0	0	£ 833.33	-
Ansul fire suppression system	Yes	0	0	£ 866.67	-
Fire Extinguishers and/or Fire Blankets - basic attendance – (actual equipment service and replacement/recharge costs are in SORs as dependent on equipment volume on site)	Yes	110	110	£ 20.83	£ 2,291.30
Fire Dampers - basic attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	0	0	£ 20.83	-
Automatic Opening Vents - basic (non-emergency) attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	56	12	£ 20.83	£ 249.96
				<b>Sub Total Lot 1</b>	<b>£ 33,392.86</b>
No Access Cost (only applicable for non-communal where lettered appointments made in-line with access process) see NOTE 10				£ 195.00	

Schedule of Rates for Extinguishers/Blankets - see NOTE 6					
ITEM	Service only including labels, tags and pins as necessary		Discharge/ recharge	Replacement and commissioning eg. where existing equipment is expired or where more cost effective than service work needed	Removal and disposal of equipment* including any brackets, fixtures, signage and stands and filling of any mounting holes
9 Litre Water	£	10.42	£ 39.63	£ 39.63	£ 15.00
6 Litre Water	£	10.42	£ 61.13	£ 61.13	£ 15.00
3 Litre Water	£	10.42	£ 31.36	£ 31.36	£ 15.00
9 Litre Foam	£	10.42	£ 43.17	£ 43.17	£ 15.00
6 Litre Foam	£	10.42	£ 64.85	£ 64.85	£ 15.00
3 Litre Foam	£	10.42	£ 31.36	£ 31.36	£ 15.00
2 Litre Foam	£	10.42	£ 28.57	£ 28.57	£ 15.00
1 Litre Foam	£	10.42	£ 26.57	£ 26.57	£ 15.00
5kg CO	£	10.42	£ 71.41	£ 71.41	£ 15.00
2kg CO	£	10.42	£ 73.95	£ 73.95	£ 15.00
6 Litre Wet Chemical	£	10.42	£ 72.43	£ 72.43	£ 15.00
3 Litre Wet Chemical	£	10.42	£ 58.86	£ 58.86	£ 15.00
2 Litre Wet Chemical	£	10.42	£ 33.19	£ 33.19	£ 15.00
Fire Blanket	£	10.42	n/a	£ 33.18	£ 15.00
Extinguisher Single Floor Mounted Poly Carb Stand	n/a		n/a	£ 56.57	£ 15.00
Extinguisher Double Floor Mounted Poly Carb Stand	n/a		n/a	£ 76.06	£ 15.00
Wall Bracket	n/a		n/a	£ 10.00	£ 15.00
Remounting Extinguisher on Wall Bracket (Including Bracket)	n/a		n/a	£ 10.00	£ 15.00

Schedule of Rates for Fire/Smoke Dampers - see NOTE 7		Schedule of Rates for Dry Risers	
ITEM	Cost per item	ITEM	Cost per item
Fire damper service	£ 40.00	Glass replacement	£ 69.37
Smoke damper service	£ 40.00	Signage replacement	£ 8.07
Combined Fire and Smoke damper service	£ 40.00	Lock replacement	£ 30.76
Initial service visit supplement per damper where schedules not held	£ 20.00	Bracket replacement	£ 29.50
On-site labour rate for remedials for each additional 15min period	£ 15.63	On-site labour rate for remedials for each additional 15min period	£ 34.38
	<b>Percentage</b>		<b>Percentage</b>
% uplift on the cost price of materials for remedials/replacements	£ 0.20	% uplift on the cost price of materials for remedials/replacements	£ 0.20

Schedule of Rates for AOVs - see NOTE 8	
ITEM	Cost per item
Weekly functional test - ordinarily by LiveWest	£ 31.25
Monthly functional test - ordinarily by LiveWest	£ 31.25
Annual inspection - ordinarily by LiveWest	£ 30.00
Replace ram style actuator to Velux type AOV (excluding tower access where needed)	£ 680.00
Replace actuator arm for new single chain type 200mm-800mm	£ 550.00
Replace call point	£ 186.36
Replace battery-back-up	£ 51.30
Single open protocol panel replacement (conventional)	£ 456.39
Single open protocol panel replacement (addressable) - open protocol eg. Teal	£ 970.56
<b>For any other remedials or where can't quote for SORs:</b>	
On-site labour rate for remedials for each additional 15min period	£ 15.63
	<b>Percentage</b>
% uplift on the cost price of materials for remedials/replacements	20%

Fire Alarm callouts - Working hours: 09:00 to 17:00 Monday to Friday				
In hours callout cover rota requirement - 5 working days excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes (maximum 90)
LOT 1 - 1 week in every 5 week week cycle	£ 150.00	£ 31.25	20.00%	90
Fire Alarm callouts - Out of hours: 17:00 to 09:00 Friday to Friday				
Out of hours callout cover rota requirement - 7 calendar days including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes (maximum 90)
LOT 1 - 1 week in every 5 week week cycle	£ 250.00	£ 46.88	20%	90
Emergency Sprinkler/Misting callouts - Working hours: 09:00 to 17:00 Monday to Friday				
In hours callout - excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20.00%	240
Emergency Sprinkler/Misting callouts - Out of hours: 17:00 to 09:00 Friday to Friday				
Out of hours callout - including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 375.00	£ 70.31	20%	240
Emergency AOV repair callouts - Working hours: 09:00 to 17:00 Monday to Friday				
In hours callout - excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 150.00	£ 31.25	20.00%	240
Emergency AOV repair callouts - Out of hours: 17:00 to 09:00 Friday to Friday				
Out of hours callout - including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20%	240

## LOT 2

**LOT 2 - EX, TQ and PL postcodes**

	Competency to service, repair and install (please answer "Yes", "Service only" or "No", as applicable)	No. of addresses	Total number of service visits to be completed per annum	Price Per Service (please enter cost even if zero no. in lot, in case identified/added at a later date)	Total Cost
Dry Riser - Dry Test	Yes	29	29	£ 213.33	£ 6,186.57
Dry Riser - Wet Test	Yes	29	29	£ 213.33	£ 6,186.57
Sprinklers	Yes	50	50	£ 333.33	£ 16,666.50
UPS system	Yes	1	1	£ 400.00	£ 400.00
SmartMist misting system	Yes	1	1	£ 781.25	£ 781.25
Plumis/Automist misting system	Yes	8	8	£ 781.25	£ 6,250.00
Ico Mist misting system	Yes	1	1	£ 781.25	£ 781.25
iMist misting system	Yes	0	0	£ 833.33	£ -
Ansul fire suppression system	Yes	0	0	£ 866.67	£ -
Fire Extinguishers and/or Fire Blankets - basic attendance – (actual equipment service and replacement/recharge costs are in SORs as dependent on equipment volume on site)	Yes	126	126	£ 20.83	£ 2,624.58
Fire Dampers - basic attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	0	0	£ 20.83	£ -
Automatic Opening Vents - basic (non-emergency) attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	182	182	£ 20.83	£ 3,791.06
				<b>Sub Total Lot 2</b>	<b>£ 39,876.72</b>
No Access Cost (only applicable for non-communal where lettered appointments made in-line with access process)				£ 195.00	

**Schedule of Rates for Extinguishers/Blankets - see NOTE 6**

ITEM	Service only including labels, tags and pins as necessary	Discharge/ recharge	Replacement and commissioning eg. where existing equipment is expired or where more cost effective than service work needed	Removal and disposal of equipment* including any brackets, fixtures, signage and stands and filling of any mounting holes
9 Litre Water	£ 10.42	£ 39.63	£ 39.63	£ 15.00
6 Litre Water	£ 10.42	£ 61.13	£ 61.13	£ 15.00
3 Litre Water	£ 10.42	£ 31.36	£ 31.36	£ 15.00
9 Litre Foam	£ 10.42	£ 43.17	£ 43.17	£ 15.00
6 Litre Foam	£ 10.42	£ 64.85	£ 64.85	£ 15.00
3 Litre Foam	£ 10.42	£ 31.36	£ 31.36	£ 15.00
2 Litre Foam	£ 10.42	£ 28.57	£ 28.57	£ 15.00
1 Litre Foam	£ 10.42	£ 26.57	£ 26.57	£ 15.00
5kg CO	£ 10.42	£ 71.41	£ 71.41	£ 15.00
2kg CO	£ 10.42	£ 73.95	£ 73.95	£ 15.00
6 Litre Wet Chemical	£ 10.42	£ 72.43	£ 72.43	£ 15.00
3 Litre Wet Chemical	£ 10.42	£ 58.86	£ 58.86	£ 15.00
2 Litre Wet Chemical	£ 10.42	£ 33.19	£ 33.19	£ 15.00
Fire Blanket	£ 10.42	n/a	£ 33.18	£ 15.00
Extinguisher Single Floor Mounted Poly Carb Stand	n/a	n/a	£ 56.57	£ 15.00
Extinguisher Double Floor Mounted Poly Carb Stand	n/a	n/a	£ 76.06	£ 15.00
Wall Bracket	n/a	n/a	£ 10.00	£ 15.00
Remounting Extinguisher on Wall Bracket (Including Bracket)	n/a	n/a	£ 10.00	£ 15.00

**Schedule of Rates for Fire/Smoke Dampers - see NOTE 7**

ITEM	Cost per item
Fire damper service	£ 40.00
Smoke damper service	£ 40.00
Combined Fire and Smoke damper service	£ 40.00
Initial service visit supplement per damper where schedules not held	£ 20.00
On-site labour rate for remedials for each additional 15min period	£ 15.63
	<b>Percentage</b>
% uplift on the cost price of materials for remedials/replacements	£ 0.20

**Schedule of Rates for Dry Risers**

ITEM	Cost per item
Glass replacement	£ 69.37
Signage replacement	£ 8.07
Lock replacement	£ 30.76
Bracket replacement	£ 29.50
On-site labour rate for remedials for each additional 15min period	£ 34.38
	<b>Percentage</b>
% uplift on the cost price of materials for remedials/replacements	£ 0.20

### Schedule of Rates for AOVs - see NOTE 8

ITEM	Cost per item
Weekly functional test - ordinarily by LiveWest	£ 31.25
Monthly functional test - ordinarily by LiveWest	£ 31.25
Annual inspection - ordinarily by LiveWest	£ 30.00
Replace ram style actuator to Velux type AOV (excluding tower access where needed)	£ 680.00
Replace actuator arm for new single chain type 200mm-800mm	£ 550.00
Replace call point	£ 186.36
Replace battery-back-up	£ 51.30
Single open protocol panel replacement (conventional)	£ 456.39
Single open protocol panel replacement (addressable) - open protocol eg. Teal	£ 970.56
<b>For any other remedials or where can't quote for SORs:</b>	
On-site labour rate for remedials for each additional 15min period	£ 15.63
<b>Percentage</b>	
% uplift on the cost price of materials for remedials/replacements	£ 0.20

### Fire Alarm callouts - Working hours: 09:00 to 17:00 Monday to Friday

In hours callout cover rota requirement - 5 working days excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes (maximum 90)
LOT 2 - 2 weeks in every 5 week week cycle	£ 150.00	£ 31.25	20.00%	90

### Fire Alarm callouts - Out of hours: 17:00 to 09:00 Friday to Friday

Out of hours callout cover rota requirement - 7 calendar days including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes (maximum 90)
LOT 2 - 2 weeks in every 5 week week cycle	£ 250.00	£ 46.88	£ 0.20	90

### Emergency Sprinkler/Misting callouts - Working hours: 09:00 to 17:00 Monday to Friday

In hours callout - excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20.00%	240

### Emergency Sprinkler/Misting callouts - Out of hours: 17:00 to 09:00 Friday to Friday

Out of hours callout - including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 375.00	£ 70.31	£ 0.20	240

### Emergency AOV repair callouts - Working hours: 09:00 to 17:00 Monday to Friday

In hours callout - excluding bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 150.00	£ 31.25	20.00%	240

### Emergency AOV repair callouts - Out of hours: 17:00 to 09:00 Friday to Friday

Out of hours callout - including bank holidays	Fixed basic callout fee per callout to attend and return from site	Labour rate for each 15 minute period of time actually on site per callout	% uplift to be applied on the cost price of any materials used	Callout commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20.00%	240

## LOT 3

### LOT 3 - BA, TA, BS and GL postcodes

	Competency to service, repair and install (please answer "Yes", "Service only" or "No", as applicable)	No. of addresses	Total number of service visits to be completed per annum	Price Per Service (please enter cost even if zero no. in lot, in case identified/added at a later date)	Total Cost
Dry Riser - Dry Test	Yes	33	33	£ 213.33	£ 7,039.89
Dry Riser - Wet Test	Yes	33	33	£ 213.33	£ 7,039.89
Sprinklers	Yes	21	21	£ 333.33	£ 6,999.93
UPS system	Yes	0	0	£ 400.00	£ -
SmartMist misting system	Yes	0	0	£ 781.25	£ -
Plumis/Automist misting system	Yes	4	4	£ 781.25	£ 3,125.00
Ico Mist misting system	Yes	0	0	£ 781.25	£ -
iMist misting system	Yes	1	1	£ 833.33	£ 833.33
Ansul fire suppression system	Yes	1	1	£ 866.67	£ 866.67
Fire Extinguishers and/or Fire Blankets - basic attendance – (actual equipment service and replacement/recharge costs are in SORs as dependent on equipment volume on site)	Yes	163	163	£ 20.83	£ 3,395.29
Fire Dampers - basic attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	3	3	£ 20.83	£ 62.49
Automatic Opening Vents - basic (non-emergency) attendance – (actual equipment service and replacement costs are in SORs as dependent on equipment volume on site)	Yes	201	201	£ 20.83	£ 4,186.83
				Sub Total Lot 3	£ 33,549.32
No Access Cost (only applicable for non-communal where lettered appointments made in-line with access process)				£ 195.00	

### Schedule of Rates for Extinguishers/Blankets - see NOTE 6

ITEM	Service only including labels, tags and pins as necessary	Discharge/ recharge	Replacement and commissioning eg. where existing equipment is expired or where more cost effective than service work needed	Removal and disposal of equipment* including any brackets, fixtures, signage and stands and filling of any mounting holes
9 Litre Water	£ 10.42	£ 39.63	£ 39.63	£ 15.00
6 Litre Water	£ 10.42	£ 61.13	£ 61.13	£ 15.00
3 Litre Water	£ 10.42	£ 31.36	£ 31.36	£ 15.00
9 Litre Foam	£ 10.42	£ 43.17	£ 43.17	£ 15.00
6 Litre Foam	£ 10.42	£ 64.85	£ 64.85	£ 15.00
3 Litre Foam	£ 10.42	£ 31.36	£ 31.36	£ 15.00
2 Litre Foam	£ 10.42	£ 28.57	£ 28.57	£ 15.00
1 Litre Foam	£ 10.42	£ 26.57	£ 26.57	£ 15.00
5kg CO	£ 10.42	£ 71.41	£ 71.41	£ 15.00
2kg CO	£ 10.42	£ 73.95	£ 73.95	£ 15.00
6 Litre Wet Chemical	£ 10.42	£ 72.43	£ 72.43	£ 15.00
3 Litre Wet Chemical	£ 10.42	£ 58.86	£ 58.86	£ 15.00
2 Litre Wet Chemical	£ 10.42	£ 33.19	£ 33.19	£ 15.00
Fire Blanket	£ 10.42	n/a	£ 33.18	£ 15.00
Extinguisher Single Floor Mounted Poly Carb Stand	n/a	n/a	£ 56.57	£ 15.00
Extinguisher Double Floor Mounted Poly Carb Stand	n/a	n/a	£ 76.06	£ 15.00
Wall Bracket	n/a	n/a	£ 10.00	£ 15.00
Remounting Extinguisher on Wall Bracket (Including Bracket)	n/a	n/a	£ 10.00	£ 15.00

Schedule of Rates for Fire/Smoke Dampers - see NOTE 7	
ITEM	Cost per item
Fire damper service	£ 40.00
Smoke damper service	£ 40.00
Combined Fire and Smoke damper service	£ 40.00
Initial service visit supplement per damper where schedules not held	£ 20.00
On-site labour rate for remedials for each additional 15min period	£ 15.63
	Percentage
% uplift on the cost price of materials for remedials/replacements	£ 0.20

Schedule of Rates for Dry Risers	
ITEM	Cost per item
Glass replacement	£ 69.37
Signage replacement	£ 8.07
Lock replacement	£ 30.76
Bracket replacement	£ 29.50
On-site labour rate for remedials for each additional 15min period	£ 34.38
	Percentage
% uplift on the cost price of materials for remedials/replacements	£ 0.20

Schedule of Rates for AOVs - see NOTE 8	
ITEM	Cost per item
Weekly functional test - ordinarily by LiveWest	£ 31.25
Monthly functional test - ordinarily by LiveWest	£ 31.25
Annual inspection - ordinarily by LiveWest	£ 30.00
Replace ram style actuator to Velux type AOV (excluding tower access where needed)	£ 680.00
Replace actuator arm for new single chain type 200mm-800mm	£ 550.00
Replace call point	£ 186.36
Replace battery-back-up	£ 51.30
Single open protocol panel replacement (conventional)	£ 456.39
Single open protocol panel replacement (addressable) - open protocol eg. Teal	£ 970.56
<b>For any other remedials or where can't quote for SORs:</b>	
On-site labour rate for remedials for each additional 15min	£ 15.63
	Percentage
% uplift on the cost price of materials for	£ 0.20



**Fire Alarm callouts - Working hours: 09:00 to 17:00 Monday to Friday**

In hours call out cover rota requirement - 5 working days excluding bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes (maximum 90)
LOT 3 - 1 week in every 5 week week cycle	£ 150.00	£ 31.25	20.00%	90

**Fire Alarm callouts - Out of hours: 17:00 to 09:00 Friday to Friday**

Out of hours call out cover rota requirement - 7 calendar days including bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes (maximum 90)
LOT 3 - 1 week in every 5 week week cycle	£ 250.00	£ 46.88	£ 0.20	90

**Emergency Sprinkler/Misting callouts - Working hours: 09:00 to 17:00 Monday to Friday**

In hours call out - excluding bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20.00%	240

**Emergency Sprinkler/Misting callouts - Out of hours: 17:00 to 09:00 Friday to Friday**

Out of hours call out - including bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes
Ad-hoc	£ 375.00	£ 70.31	£ 0.20	240

**Emergency AOV repair callouts - Working hours: 09:00 to 17:00 Monday to Friday**

In hours call out - excluding bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes
Ad-hoc	£ 150.00	£ 31.25	20.00%	240

**Emergency AOV repair callouts - Out of hours: 17:00 to 09:00 Friday to Friday**

Out of hours call out - including bank holidays	Fixed basic call out fee per call out to attend and return from site	Labour rate for each 15 minute period of time actually on site per call out	% uplift to be applied on the cost price of any materials used	call out commitment - minutes
Ad-hoc	£ 250.00	£ 46.88	20.00%	240

## **V. Annex 4**

**Dated 21<sup>st</sup> May 2025**

**LiveWest Homes Ltd**

**Open Procedure**

**Invitation to Tender**

for Fire Equipment Servicing

**Bid Submission due in no later than Midday (12:00) hours on 30<sup>th</sup> June 2025**

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## Section 1: Introduction and memorandum of information

### 11 INTRODUCTION

- 11.1 By a Tender Notice placed in the Central Digital Platform (**CDP**) (CDP reference number DN776153) published on 27<sup>th</sup> May (the **Tender Notice**), LiveWest Homes Ltd (the **Client**) invites tenders from suitably qualified and experienced suppliers in relation to entering into an agreement (the **Contract**) to provide Fire Equipment servicing (the **Services / Works**) for the servicing, maintaining, repair, and install of fire equipment (the **Project**).
- 11.2 This is an Open Procedure conducted in accordance with sections 19 to 24 of the Procurement Act 2023 (the **Act**) as further detailed in this Invitation to Tender (**ITT**).
- 11.3 The Client invites your organisation and other interested parties (each a **Bidder**) to submit a tender (the **Bid Submission**) for the Services / Works for the Project as detailed in this ITT, which comprises the following sections:
- 11.3.1.1 Section 1: Introduction and memorandum of information;
  - 11.3.1.2 Section 2: Bid and submission requirements;
  - 11.3.1.3 Section 3: Assessment methodology;
  - 11.3.1.4 Section 4: Instructions to Bidders;
  - 11.3.1.5 Appendices: 1, 2, 3, 4, 5, 6, 7

## **12 INTRODUCTION TO LIVEST WEST HOMES LIMITED**

**WE OWN AND MANAGE OVER 40,000 HOMES ACROSS THE SOUTH WEST FROM CORNWALL TO GLOUCESTERSHIRE. WE HAVE AMBITIOUS PLANS TO INVEST £1BN IN THE SOUTH WEST ECONOMY AND TO BUILD 5,000 NEW HOMES IN THE REGION OVER THE NEXT 5 YEARS.**

**THIS IS PART OF LIVEST WEST TAKING HUGE STEPS TOWARDS ALLEVIATING THE REGION'S HOUSING SHORTAGE, IN AN AREA OF HIGH HOUSING NEED AS WELL AS HIGH HOUSE PRICES WHICH MAKES ACCESSING HOUSING PARTICULARLY CHALLENGING FOR MANY FAMILIES.**

**WE OFFER HOMES FOR AFFORDABLE RENT AND SHARED OWNERSHIP SALE. WE ALSO BUILD HOMES FOR PRIVATE SALE, TO GENERATE PROFITS WHICH WE THEN USE TO PROVIDE AND BUILD MORE AFFORDABLE HOMES.**

**WE TAKE THE TIME TO LISTEN TO, UNDERSTAND AND LEARN FROM OUR CUSTOMERS. WE FOCUS ON THRIVING AS A BUSINESS AND EMPLOYER SO WE CAN DELIVER MORE HOMES AND EVEN BETTER SERVICES.**

**AS WELL AS MEETING HOUSING DEMAND, IT'S EASY TO FORGET THE VITAL ROLE THAT AFFORDABLE HOMES CONTRIBUTE TO ECONOMIC DEVELOPMENT AND PROSPERITY, ENABLING LOCAL COMPANIES TO RECRUIT THE WORKFORCE THEY NEED FROM THEIR COMMUNITIES. LIVEST WEST'S GROWTH STRATEGY WILL NOT ONLY CONTRIBUTE TO ECONOMIC GROWTH IN THE SOUTH WEST BUT SUSTAIN UP TO 7,000 JOBS IN THE BUILDING INDUSTRY AND ITS SUPPLY CHAIN.**

12.1

## **13 DETAILS OF THE PROJECT**

**IT IS EXPECTED THAT MULTIPLE CONTRACTORS WILL BE APPOINTED UNDER THE FRAMEWORK TO COVER THE ELEMENTS RATHER THAN ONE CONTRACTOR TO DELIVER EVERYTHING DUE TO SPECIALISMS.**

**THE BIDDER SHOULD EFFECT REPAIRS AND REPLACEMENTS OF ANY DEFECTIVE ELEMENT OF THE FIRE SAFETY SYSTEMS ENCOMPASSING THE LABOUR, MATERIALS AND ALL OTHER ASSOCIATED COSTS.**

**DETAILS OF ALL FIRE EQUIPMENT AS FAR AS THEY ARE KNOWN, ARE PROVIDED IN APPENDIX 1. PLEASE NOTE THIS IS SUBJECT TO CHANGE AS SYSTEMS/EQUIPMENT ARE ADDED OR REMOVED TO THE SERVICING REGIME.**

**THIS WILL BE A FRAMEWORK CONTRACT AND ALLOCATION OF SERVICES AND WORK TO SUCCESSFUL CONTRACTORS WILL BE DEPENDENT ON CAPABILITY, CAPACITY, PERFORMANCE AND VALUE FOR MONEY.**

**THE PROPERTIES WILL INCLUDE A VARIETY OF TENURED PROPERTIES, INCLUDING MOSTLY GENERAL NEEDS, SUPPORTED, SHELTERED, AGENCY MANAGED AND HOMEOWNERSHIP (LEASEHOLD) TENURED SCHEMES, BUT ALSO INCLUDING STAFFED OFFICES AND POTENTIALLY VACANT PROPERTIES/OFFICES UNDER LIVEST WEST MANAGEMENT.**

The lots will be set out as follows:

**LOT 1: TR POSTCODES**

**LOT 2: EX, TQ AND PL POSTCODES**

**LOT 3: TA, BA, BS AND GL POSTCODES**

LiveWest will appoint up to 3 of contractors per lot. The overall score attained by the successful contractors during the evaluation will determine which rank they occupy within each lot.

Allocation of projects will generally be based on tender ranking after evaluation (MAT), however we reserve the right to amend this criteria in cases of :

- a) Project continuity
- b) Performance considerations
- c) Particular specialisms
- d) Risk and exposure

13.1 The Contract will be for an initial term of 3 years extendable at the Client's sole option for a period of 2 (1+1) years, giving a total of 5 years (the **Term**).

#### **14 DURATION, OPTIONS, EXTENSIONS AND POTENTIAL MODIFICATIONS**

14.1 The Term of the Contract is set out in paragraph 3.2 of this Section 1.

#### **15 THE CLIENT'S OBJECTIVES FOR THE PROJECT**

15.1 The Client's aims and objectives are to:

15.1.1 As detailed in the specification, appendices and schedules

15.2 The Client reserves the right, at its sole discretion, to update, modify or replace its policies after the date of this Invitation to Tender by notification to the Bidders in writing.

#### **16 KEY DEADLINES**

16.1 Bid Submissions must be submitted as set out in this ITT and returned to the Client via the Portal as set out in Paragraph 20 of this Section 1 to this ITT and is to be received no later than **Midday (12:00) hours on 30<sup>th</sup> June (the Bid Submission Deadline)**.

16.2 The closing date for clarifications to be submitted by Bidders is **17:00 hours on 16<sup>th</sup> June (the Clarification Deadline)**. The Client reserves the right not to consider or respond to any requests for clarification received after the Clarification Deadline.

#### **17 INDICATIVE PROCUREMENT TIMETABLE**

17.1 Bidders should note the key dates in the following timetable.

Key Stage	Estimated / Actual Date
Publication of Tender Notice	23 <sup>rd</sup> May 2025
Clarification Deadline	16 <sup>th</sup> June / We respond by 23 <sup>rd</sup> June
Bid Submission Deadline	30 <sup>th</sup> June
Bid Submission evaluation	7 <sup>th</sup> July
Clarification interviews/meetings	TBC
Award decision	18 <sup>th</sup> July
Issue of outcome letters and assessment summaries	18 <sup>th</sup> July
Publish Contract Award Notice	18 <sup>th</sup> July
Mandatory standstill period	8 working days, finishing on 31 <sup>st</sup> July
Finalisation of Contract	1 <sup>st</sup> August 2025
Mobilisation	18 <sup>th</sup> August 2025
Publication of Contract Details Notice	Within 30 days of entering into Contract

17.2 This timetable is subject to amendment by the Client at its sole discretion.

## 18 KEY PERFORMANCE INDICATORS

18.1 In light of the estimated value of the Contract, the Client has set the following indicative key performance indicators in accordance with section 52 of the Act. For the purposes of this procurement, and in accordance with section 71, the following KPIs will be assessed and the performance published:

18.1.1 KPI 1 – To be agreed with the successful bidder/s

18.1.2 KPI 2 – To be agreed with the successful bidder/s

18.1.3 KPI 3 – To be agreed with the successful bidder/s

(the **Key Performance Indicators**). Further details of the targets, minimum levels of acceptable performance, monitoring and reporting regime will be discussed after contract award. Please note that there may be other key performance indicators which have not been set out above and:

- 18.1.3.1 Will be used for the purposes of monitoring contract performance; and
  - 18.1.3.2 May be used to report on performance under section 71 of the Act at appropriate times during the term of the [Contract].
- 18.2 The Client reserves the right, at its sole discretion, to modify the Key Performance Indicators to be published ahead of contract award and will notify Bidders of any such changes in writing.
- 18.3 By participating in this tender exercise, Bidders acknowledge that the Client will monitor and report on the Key Performance Indicators noted above in accordance with section 71 of the Act and in accordance with the Contract. Additionally, in the event that a Bidder is awarded the Contract following the conclusion of this procurement, by participating in this tender exercise Bidders acknowledge that the Client will publish such information regarding the performance of the Bidder in delivering the Contract as set out in this ITT, and as is required by the Act and the Procurement Regulations 2024 (as amended from time to time), in such form and at such periods as the Client is required to publish such information.

## **19 FORM OF CONTRACT**

- 19.1 The Client will enter into the Contract with the successful Contractor(s) which shall be based on The JCT Minor Works Building Contract 2016. The form of Contract is set out at Appendix 3 of this ITT.
- 19.2 Bidders should acquaint themselves with the terms of the Contract and be prepared to execute and work under the Contract as required.

## **20 PORTAL**

- 20.1 All tender documents will be made available via the ProContract portal: <https://procontract.due-north.com/Login> (the **Portal**).
- 20.2 Bidders are instructed not to include in their response anything other than the requested documents. Generic and/or unrequested marketing material will be discarded and will not be read.
- 20.3 The documents you submit as part of your Bid Submission will need to be done so via the Portal. The Portal is freely accessible to Bidders and is not subject to any paid membership or other charges. Use of the Portal does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Bidders are advised to complete their Bid Submissions in advance of the Bid Submission Deadline to allow time to request guidance where it is required. It is the responsibility of Bidders to ensure they are familiar with the Portal and allow sufficient time for finalising their Bid Submissions.
- 20.4 The Client is not responsible for inaccurate or incomplete contact information input into the portal by Bidders. It is the responsibility of a Bidder to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept

up to date. Important notification messages relevant to this procurement may not be received by a Bidder should the contact information be inaccurate. If at any stage a Bidder needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Client is under no obligation to respond/follow up on 'out of the office' responses received from a Bidder and so Bidders will need to make appropriate arrangements to deal with absences.

20.5 For any technical advice or assistance relating to the Portal and/or if for any reason the Portal is not available, please contact the [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com). This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.

20.6 All documents, attachments and Bid Submissions must be submitted electronically via the Portal. Once the Bid Submissions have been submitted a pop-up box will appear notifying the Bidder. **The Bidder is not permitted to return by email any part of the Bid Submission. Any attempt to email any part of the Bid Submission may result in the Bid Submission being rejected and the Bid Submission not being considered further.**

## 21 COMMUNICATIONS PROTOCOL – GENERAL COMMUNICATIONS

21.1 Any questions about this procurement should be submitted in writing via the Portal. The Client will endeavour to answer all queries about the procurement provided that such queries are received ahead of the Clarification Deadline set out in paragraph 6.2 of Section 1 of this ITT. Bidders must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Bidder submitting the question. If the Client does not agree that the question is confidential and applicable only to the Bidder, the Bidder will be given the right to withdraw the question without it being answered. Where a Bidder does not confirm that the question is withdrawn, the Client will provide a response to all Bidders in a suitably anonymous form.

21.2 Any communication or attempt to contact any member of the Client's staff, executive team or board members may result in the Bidder being disqualified from the procurement process and not considered further.

## 22 LOTS

**LOT 1: TR POSTCODES**

**LOT 2: EX, TQ AND PL POSTCODES**

**LOT 3: TA, BA, BS AND GL POSTCODES**



## Section 2: Bid and submission requirements

### SUBMISSION DEADLINES

Bidders are required to submit their Bid Submissions by the Bid Submission Deadline set out in Section 1 of this ITT.

Bidders are able to submit clarifications in accordance with the procedure set out in Section 1 of this ITT. Clarifications must be submitted via the Portal by the Clarification Deadline set out in Section 1 of this ITT.

### SUBMISSION REQUIREMENTS

All Bidders must submit a Compliant Bid Submission.

A Compliant Bid Submission is a Bid Submission that is submitted via the Portal and is compliant with the rules of this ITT, including the Instructions to Bidders set out in Section 4 of this ITT, and which includes completed responses to all of the following mandatory documents:

Responses to the Conditions of Participation Questionnaire set out in Appendix 4 of this ITT;

Responses to the Quality Proposal requirements set out at paragraph 5 below.

Responses to the Commercial Submission criteria set out at paragraph 6 below;

Signed Form of Tender (Bidders are required to complete and return the signed Form of Tender at Appendix 1).

Any Bidder who does not submit a Compliant Bid Submission may be rejected from the procurement and their Bid Submission may not be considered further.

### ARTIFICIAL INTELLIGENCE CHECKLIST

Bidders should note paragraph 4 of Section 4 (Instructions to Bidders) regarding the use of artificial intelligence (**AI**) in the compilation of its Bid Submission and indicate below the questions and the extent to which it has used artificial intelligence to produce its response. Bidders should have also verified that the AI-generated responses are deliverable by its Lot.

Question number	Artificial Intelligence use/input
[insert reference to relevant question]	[e.g. Chat GPT was used to respond to this question by.....]

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## PROCUREMENT SPECIFIC QUESTIONNAIRE

- 22.1 As part of the Bid Submission, responses to the Procurement Specific Questionnaire (PSQ) must be provided by all Bidders. The PSQ is set out in Appendix 4 to this ITT.

## QUALITY PROPOSALS

- 22.2 Responses for the Bid Submission should be provided to the following requirements and should be noted in the Bid Submission Checklist set out at paragraph 26 of this Section 2:

Number	Quality	Word count & score %
1	Specification Conformation Statement - Bidder to provide a comprehensive statement as to how they will conform to the works specification.	30%
2	Contract Performance - Bidder to confirm agreement to working with LiveWest to deliver the service levels identified within the specification, including the access process, supplier code of conduct, and agree to the contract terms	5%
3	Skills and Training - Bidder to provide details of third-party accreditations and a training matrix demonstrating the skills and training of anyone who would work on the contract.	6%
4	Contract Management - Bidder to provide a statement on contract management and complaints procedures.	4%
5	Social and community value - Please provide a written statement detailing what areas of social value you would be interested in supporting our customers in our operational areas and more specifically within close proximity to the location of this development, along with the type and volume of contribution you would propose to offer.	5%
6	Environmental performance - Please provide a written statement to describe how your organisation will ensure that the contract will deliver additional environmental benefits.	5%

	To could include working towards net zero greenhouse gas emissions, reducing water consumption and reducing waste , along with any other measures you are implementing to reduce the environmental impact of your activities.	
7	Effective stewardship of the environment - Please provide a written statement to describe how your organisation will ensure that opportunities under the contract will influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement	5%

22.3 The Client recognises the level, time and expense that the parties will incur on a Bid Submission of this nature. In order to give focus to your responses and minimise wasted time and effort, Bidders are required to submit concise responses detailing Project specific information only, unless supporting evidence is requested. Any word/ page limits referred to are the **maximum** number of words/ pages applicable to each response. The Client will not consider any word/pages that exceed the maximum number stated for each question.

22.4 Bidders should note that the Client will be able to take into account any additional information that comes to its attention, either through clarifications, additional enquires, current work-flows or other communications from the Bidder. The Client will also take into account any other objectively verifiable information that comes to its attention through third parties or that otherwise subsequently becomes publicly available.

## 23 COMMERCIAL SUBMISSION

23.1 Bidders are required to complete the Pricing Document in accordance with the requirements set out below.

23.2 The Client requires the Bidder to complete and submit the Pricing Document details in full. All spreadsheets provided by the Bidder should be unlocked and it is a mandatory requirement for all of the documents to be completed in full.

## 24 CONTRACT

24.1 The form of contract is included at Appendix 3 to this ITT.

24.2 This Open Procedure does not allow for the Contract to be negotiated after the decision to award has been made, or during the evaluation process. As such, Bidders are not invited to mark-up the Contract as part of this tender exercise. Bidders should ensure that they have read and understood the terms of the Contract prior to submitting their Bid Submissions.

24.3 Bidders are therefore required to obtain sign-off on the Contract from their legal advisers insurers, bondsman, parent company, and Board (as required) and confirm within their Quality Proposals that they are able to enter into contract with the Client in the form of contract, without amendment. The Client will not enter into negotiation with a Bidder either during or after the award decision.

24.4 By submitting the Form of Tender, Bidders are indicating their unequivocal acceptance of the contractual documentation in the forms attached to this ITT. The Client reserves the right to reject any Bid Submission and seek alternative solutions or parties to contract with where the Bidder subsequently seeks any amendments, either pre- or post-award.]

## **25 BID SUBMISSIONS**

25.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Bid Submission or to any part of the ITT. Bid Submissions must not be qualified in any way apart from as allowed under the ITT and must be submitted strictly in accordance with the ITT, including these Instructions. Bid Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the Bid Submission equivocal and/or placing it on a different footing from other Bid Submissions.

25.2 The Client reserves the right to retain all Bid Submissions submitted by Bidders throughout the period and Bidders confirm that their Bid Submissions remain valid and open for acceptance for six (6) months after that date.

25.3 Any failure to comply with these requirements for the submission of the Bid Submission and other requirements regarding time of receipt and submission of signed documents may cause the Bid Submission to be disallowed. In such cases, the decision will be referred to the Client as the final arbiter.

25.4 Any Bid Submission or other supporting documents received after the Bid Submission Deadline may not be considered for acceptance by the Client.

25.5 Form of Tender:

25.5.1 The Bid Submissions and other supporting documents shall be completed in black type, Arial font, size 12, in the English language and state all monetary amounts in British Pounds Sterling. Supporting information should be presented in the same order as, and referenced to, the relevant question.

25.5.2 The Bid Submission must be signed:

25.5.2.1 where the Bidder is an individual, by that individual; or

25.5.2.2 where the Bidder is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney (a copy of which is to be provided with the Bid Submission on behalf of the other partners); or

25.5.2.3 where the Bidder is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.

25.6 Each Bidder shall produce forthwith upon request by the Client documentary evidence of any authorisation referred to in this ITT.

**25.7** Bidders should include in their Bid Submission all information required by the Price Schedule and should include all information required by the ITT and all costs necessary to undertake the Project safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.

25.8 The ITT and all other documents provided to Bidders will remain the property of the Client. Bidders are advised to retain for themselves details of their Bid Submissions.

## **26 BID SUBMISSION CHECKLIST**

26.1 Bidders should read all the documents forming this ITT carefully and ensure that they submit the following documents:

Document	Included?	Signed by authorised personnel?
Form of Tender	Yes / No	Yes / No
Confirmation of Lots bid for	Yes / No	Yes / No
Pricing Schedule	Yes / No	
AI Checklist	[Yes / No]	[Yes / No]
Form of Contract	[Yes / No]	[Yes / No]

## **27 LOTS AND LOTS EVALUATION STRATEGY**

Please confirm which Lots you are submitting a Bid Submission for via the Bid Submission Checklist.

**THESE PROPERTIES IN THESE LOTS ARE DEFINED IN APPENDIX 1 BY EQUIPMENT TYPE.**

**CONTRACTORS ARE ABLE TO BID FOR ONE, TWO OR ALL THREE LOTS, AND ONLY FOR THE ELEMENTS THEY ARE ABLE/WANTING TO DELIVER (THESE CAN DIFFER BY LOT)**

**LIVEWEST RESERVE THE RIGHT TO ADD OR OMIT PROPERTIES TO THE CONTRACT AS PROPERTIES ARE NEWLY CONSTRUCTED OR DISPOSED OF, OR AS NEW EQUIPMENT IS ADDED OR REMOVED, IDENTIFIED OR DECOMMISSIONED. ANY CHANGES OF THIS NATURE WILL BE CONFIRMED IN WRITING.**

## Section 3: Assessment methodology

### INTRODUCTION

- 27.1 This assessment methodology will be applied to Bid Submissions.
- 27.2 The Client will conduct a qualitative and financial evaluation of the Bid Submissions received and the Contract will be awarded on the basis of the Most Advantageous Tender and in accordance with the methodology set out below.
- 27.3 Bid Submissions must be submitted under cover of the Form of Tender set out in Appendix 1 to this ITT.

### 28 THE EVALUATION TEAM

- 28.1 An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Bid Submission. The evaluation team will comprise the following representatives

Chris Kent – Fire Risk Delivery Manager

Oliver Colenso - Property Delivery Team Manager - Fire Equipment Servicing

Tracey Grimes - Contracts Support Manager – Compliance

Alan Brand - Operations Manager - Fire Safety Compliance

- 28.2 It is acknowledged by the Bidder that the composition of the evaluation panel may be subject to change during the evaluation process. To the extent that the Client requires changes to the members of the evaluation panel, the Client will review and revise (as necessary) the conflicts assessment prepared for this tender exercise in accordance with section 83(5) of the Act.<sup>1</sup>

### 29 GENERAL INFORMATION ON THE EVALUATION PROCESS

- 29.1 Bid Submissions will be subject to a 5 / 6 stage evaluation process:

- 29.1.1 Stage 1 – Initial screening assessment
- 29.1.2 Stage 2 – Evaluation of Conditions of Participation Questionnaire
- 29.1.3 Stage 3 – Quality
- 29.1.4 Stage 4 – Commercial evaluation
- 29.1.5 Stage 5 – Clarification interview – If required
- 29.1.6 Stage 6 – Final decision

### 30 STAGE 1 – INITIAL SCREENING ASSESSMENT

- 30.1 Bid Submissions will be subject to an initial screening assessment against the following Stage 1 Submission Requirements to confirm:

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<sup>1</sup> Please note that this is an ongoing obligation throughout the procurement.

- 30.1.1 the Bid Submission is a Compliant Bid Submission within the meaning of paragraph **Error! Reference source not found.** of Section 2 to this ITT; and
  - 30.1.2 the Bidder is registered on the central digital platform, has submitted its up-to-date core supplier information and has provided the Client with that up-to-date core supplier information via the central digital platform; and
  - 30.1.3 the Bid Submission has been submitted on time, is completed correctly, is materially complete and meets the Bid Submission Requirements set out in Section 2 of this ITT; and
  - 30.1.4 the Bid Submission is sufficiently complete to enable it to be evaluated in accordance with this assessment methodology; and
  - 30.1.5 the Bidder has not contravened any of the terms and conditions of the tender process, either provided for in the Act, the Procurement Regulations 2024, and/or this ITT.
- 30.2 The initial screening assessment can be reapplied at any point during the tender process, to ensure that the Bidders still meet these conditions.
- 30.3 Bid Submissions that do not comply with any of the Stage 1 Submission Requirements set out at paragraph 30.1 above may be rejected at this stage and removed from the tender process/not evaluated further.

## **31 STAGE 2 – EVALUATION OF CONDITIONS OF PARTICIPATION**

- 31.1 The evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Bidder's responses to the PSQ, by reference to the evaluation guidance which is set out for each condition of participation in Appendix 4 of this ITT.
- 31.2 Where a Bidder receives a "Fail" score for any of the conditions of participation they will be rejected from the Procurement and their Bid Submission will not be considered any further.

## **32 STAGES 3 AND 4 – QUALITY AND COMMERCIAL EVALUATION**

- 32.1 Bid Submissions which successfully pass the Stage 2 evaluation of conditions of participation will be subject to detailed evaluation in accordance with the evaluation criteria and weightings set out in this Section 3 of this ITT.
- 32.2 The Bid Submissions will be assessed according to the criteria set out below and in proportion to the following weighting:
  - a) **Stage 3 – Quality – 60%**

60% of the marks available will be allocated to the qualitative submissions. The criteria are based on the responses requested in this ITT.
  - b) **Stage 4 – Commercial – 40%**

40% of the marks available will be allocated according to the [prices and rates] indicated in the [Price Schedule].

During Stages 3 and 4, the Client reserves the right to call for further information or clarification from Bidders as appropriate to assist in its consideration of the Bid Submissions.



### 32.3 Stage 3 – Quality evaluation

- 32.3.1 Compliance with the Quality criteria summarised in Table 1 will be evaluated first. These questions will be scored on a "Pass / Fail" basis in accordance with the scoring guidance set out in Table 1.
- 32.3.2 A Bidder will fail the qualitative evaluation where it receives a "Fail" score for any "Pass / Fail" question and will be rejected from the procurement and their Bid Submission will not be considered further.
- 32.3.3 Bidders are required to provide an undertaking confirming that they accept the Contract terms and conditions as drafted, and that they are able to enter into the Contract without amendment. Failure to provide this undertaking will result in a "Fail" score being awarded. If a Bidder receives a "Fail" score for this question they will be rejected from the procurement and their Bid Submission will not be considered any further.
- 32.3.4 Only Bidders who receive a "Pass" score for all of the "Pass / Fail" questions will have their scored questions evaluated in accordance with the evaluation methodology set out in this paragraph 32.3.
- 32.3.5 Quality criteria summarised in Table 1 will be marked out of 10 using the scoring scale set out in Table 2. In awarding scores in line with the scoring matrix, evaluators will have regard to the scoring guidance and specific requirements for each of the Quality criteria summarised in Table 1.
- 32.3.6 Each member of the evaluation panel will mark individually and allocate individual scores. These scores will then be subject to moderation chaired by an independent moderator, and the evaluation team will meet to agree a final score by consensus.
- 32.3.7 The agreed final scores for Quality criteria will then be weighted in accordance with the weightings set out in Table 1.
- 32.3.8 The Bid Submission with the highest Quality score will be weighted to 60%. Other Bid Submissions will be scored based on the extent to which their Quality score was lower than the Bid Submission which scored highest.]
- 32.3.9 All weightings, including sub-weightings, are based on a percentage of the total marks available in respect of the Quality criteria. Once each mark has been weighted in accordance with the percentage weightings set out in Table 1, the weighted marks will be added together to identify the total mark in respect of quality for that Bid Submission.

### 32.4 Stage 4 – Evaluation of Commercial Submission

- 32.4.1 Bid Submissions will be evaluated for the remaining 40% on the prices submitted in the Pricing Document. The Pricing Document set out on the Portal is to be completed by Bidders.
- 32.4.2 Price will be evaluated as follows:
- This tendered price will be scored on a standard derivation, based upon the differences between their total price and the lowest total price.

$$(100 - (\text{Bid received} - \text{lowest bid}) / (\text{lowest bid} / 100)) \times \text{Price weighting \%} = \text{Price score}$$

32.5 The successful Bidder will be the Bidder who achieves the best overall combined scores.

**Table 1 – Quality criteria**

Scored Quality Criteria			
Question number	Quality Criteria	Evaluation Guidance (Client's requirements) <sup>2</sup>	Criteria Weighting
1	Specification Conformation Statement -	Bidder to provide a comprehensive statement as to how they will conform to the works specification.	30%
2	Contract Performance	Bidder to confirm agreement to working with LiveWest to deliver the service levels identified within the specification, including the access process, supplier code of conduct, and agree to the contract terms	7%
3	Skills and Training	Bidder to provide details of third-party accreditations and a training matrix demonstrating the skills and training of anyone who would work on the contract.	7%
4	Contract Management	Bidder to provide a statement on contract management and complaints procedures.	4%
5	Environmental Considerations	Bidder to provide a statement on waste / environmental procedures. e.g. Material reduction,	4%

<sup>2</sup> This is not the scoring matrix, but this is where the Client will need to set out its specific requirements for the individual criteria

		material reuse, recycling, green materials etc	
6	Any extra added value / social value	This can be for LiveWest or its customers / the wider community	4%
7	References	Bidder to provide details of references LiveWest can take up where bidder has previously provided delivery of equivalent works to what are being bid on. These should preferably be for similar types of organisations and works currently being delivered, or delivered in last 3 years.	4%
<b>Total marks available</b>			<b>60</b>

**Table 2 – Scoring matrix**

Score	Commentary
0	Unacceptable
1	Very weak - almost unacceptable
2	Weak - well below expectations
3	Poor - below expectations
4	Satisfactory but below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good

<b>9</b>	Outstanding
<b>10</b>	Exceptional

### **33 STAGE 5 – CLARIFICATION INTERVIEWS**

- 33.1 Exact details of the time/place and scope of the interview will be confirmed at least one week before the provisional dates of the interviews, if required.

### **34 STAGE 6 – FINAL DECISION**

- 34.1 Scores for all stages of the tender evaluation will be added together to produce a final ranking of Bidders. The Bidder with the highest overall score will be recommended to the Board for final approval as the Most Advantageous Tender.
- 34.2 Following the Client's formal approval, the Client intends to award the Contract to the Bidder identified as having submitted the Most Advantageous Tender as set out in paragraph 1.2 of this Section 3 to the ITT.
- 34.3 The Client reserves the right to clarify a Bidder's Bid Submission response at any point during the evaluation process and will do this by communicating with the Bidder concerned via the Portal.

## Section 4: Instructions to Bidders

Bidders must submit their Bid Submissions in accordance with the following instructions (the **Instructions**). Bid Submissions that do not comply with these Instructions in any particular way may be rejected by the Client at its sole discretion and the Client's decision in the matter shall be final.

### INTRODUCTION

- 34.4 In accordance with the rules governing the Open Procedure, Bidders are invited to submit Bid Submissions for the Services for the Project, as described in Section 1 of this ITT (to which these Instructions are attached). Words and expressions have the meanings used in the ITT.
- 34.5 Bidders are required to complete and return to the Client a Bid Submission. Bidders submitting a Bid Submission are required to satisfy minimum standards of legal and financial capacity to perform the Contract and to demonstrate their technical ability to perform the Contract (as set out in the conditions of participation in the PSQ, and as set out in Section 2 and 3 of this ITT). Bidders who satisfy those minimum standards will have their Bid Submissions evaluated in accordance with the rules set out in this ITT document. The Client does not warrant the fitness of any Bidder to deliver the Services for the Project.
- 34.6 Bid Submissions should be prepared under the same headings and in the same sequence as set out in the ITT. Bidders should include full details of their Bid Submission in addition to the other information requested.
- 34.7 Bidders are responsible for obtaining all information necessary for the preparation of their Bid Submissions. All costs, expenses and liabilities incurred by any Bidder in connection with the preparation and submission of a Bid Submission or in connection with the execution of all and any contract documents, are to be borne by that Bidder. Neither the Client nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Bidder for any costs, expenses or losses incurred by any Bidder or other person in relation to their participation in this procurement or otherwise.
- 34.8 The Client in no way warrants the information given to Bidders by the Client and Bidders must satisfy themselves of the accuracy of any information provided by the Client. Save in the case of fraud, under no circumstances will the Client, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Bidders of such information.
- 34.9 Bidders' attention is drawn to the Contract set out at Appendix 3 of the ITT. It is essential that Bidders are completely familiar with the contents of the Contract before compiling their Bid Submission. Bidders considering entering into a contractual relationship with the Client should make their own enquires and investigations of the Client's requirements beforehand.
- 34.10 The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed form of Contract on such or such other agreement properly entered into and executed by the Client.

### 35 CONFIDENTIALITY

- 35.1 Bidders must treat all information supplied by the Client in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors,

advisers, insurers and funders shall treat documentation supplied in relation to this ITT as confidential).

- 35.2 Bidders shall not, without the prior written consent of the Client, at any time make use of such information for its own purposes or disclose such information to any person, except:
- 35.2.1 where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or
  - 35.2.2 to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Bidder; or
  - 35.2.3 to the extent that the information becomes available to a party otherwise than pursuant to this procurement process; or
  - 35.2.4 where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the contract, or for obtaining sureties, guarantees or commitments from proposed guarantors, sub-contractors or suppliers and other information required to be submitted with their Bid Submission.
- 35.3 Bidders must treat this ITT (and all the documents forming part of or appended or scheduled to this ITT) and all other information provided by or on behalf of the Client as private and confidential. No Bidder should disclose that it is submitting or has submitted a Bid Submission to the Client or release details of this ITT (and all the documents forming part of or appended or scheduled to this ITT) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Bidder needs to consult in order to prepare and submit a Bid Submission.
- 35.4 Bidders shall not at any time release any information concerning the ITT and/or their Bid Submission and/or any related documents and/or discussion with the Client in connection to this procurement for publication in the press or on radio, television, screen or any other medium.
- 35.5 This ITT is issued in confidence and remains the property of the Client. This ITT may not be reproduced, copied or stored on any medium without the prior written consent of the Client. The ITT may only be used in relation to the preparation of the Bid Submission.
- 35.6 In participating in this tender exercise, Bidders confirm and agree that:
- 35.6.1 They will use information provided only for the purposes of providing Bid Submissions and shall promptly return to the Client un-copied all of the tender documents and other information provided in connection with the procurement if the Bidder is subsequently unable to submit a Bid Submission or, having tendered, is unsuccessful in the procurement;
  - 35.6.2 They will neither dispose nor part with possession of any confidential material provided by the Client or prepared by the Bidder pursuant to the procurement exercise;
  - 35.6.3 They shall not and shall ensure that any person employed by the Bidder or acting on the Bidder's behalf shall not divulge to any third party any information which comes into their possession in the course of performing the Project or preparing a Bid Submission;
  - 35.6.4 They are and will remain registered under the Data Protection Act 2018; and

- 35.6.5 They shall indemnify the Client against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Bidder of these confidentiality provisions.

## **36 COPYRIGHT AND INTELLECTUAL PROPERTY**

- 36.1 The copyright in this ITT is vested in Trowers & Hamlins LLP save for the contents of Section 2 of this ITT and Appendices 1, 2, 3, 4, 5, 6, 7 which have been inserted by the Client. The Client owns the copyright in the materials that it inserts in Appendices 1, 2, 3, 4, 5, 6, 7.
- 36.2 By submitting a Bid Submission each Bidder agrees and acknowledges that it shall have granted to the Client and its advisors for all purposes related to the Services for the Project a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any solution proposed by the Bidder during the procurement process (together with the right to grant sub-licences).
- 36.3 Each Bidder warrants to the Client that no document that it prepares as part of its Quality Proposals shall infringe any intellectual property rights (as may be defined in the Contract).
- 36.4 Each Bidder undertakes to indemnify the Client and to keep the Client indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph 35.1.

## **37 ARTIFICIAL INTELLIGENCE**

- 37.1 Without prejudice to the generality of paragraph 35 (Confidentiality), the Bidder undertakes that it shall not upload or otherwise transfer the information listed in Appendix [9] (Confidential Information) to this ITT to any artificial intelligence application or other large language model whether for the purposes of generating the Bidder's Bid Submission or for any other reason.
- 37.2 Bidders shall declare which parts, question responses or sections of their Bid Submission have been generated using artificial intelligence applications by clearly stating that fact at the start of the relevant part, question or section.
- 37.3 In submitting a Bid Submission, Bidders warrant and confirm that any parts, question responses or sections of their Bid Submission that have been generated using artificial intelligence have been checked and verified for accuracy, including but not limited to the accuracy of any statement of the Bidder's capacity and capability to fulfil the contract.
- 37.4 The Client reserves the right at any stage during this procurement to undertake additional due diligence on any responses that have been generated using artificial intelligence to ensure Bidders have the appropriate capacity and capability to fulfil the requirements of the Contract. Bidders shall co-operate with and respond to all such due diligence requests made by the Client. Should such due diligence reveal that, in the reasonable opinion of the Client, a Bidder does not have appropriate capacity and capability, the Client may exclude that Bidder.

## **38 CONFLICTS OF INTEREST**

- 38.1 The Client may exclude any Bidder if there is a conflict of interest or a potential conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Section 81 of the PA 2023, includes any situation where a person acting for or on behalf of the Client who has the ability to influence the procurement decision has, directly or indirectly, a personal, professional

or financial interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. A conflict of interest (for the purposes of this procurement) may also exist in the event that a Bidder and/or any Associated Person is participating in another consortium or team.

Where there is any indication that a conflict of interest or a potential conflict of interest exists then it is the responsibility of the Bidder to inform the Client and provide details of the conflict. In particular, a conflict of interest may arise where:

A Bidder (including any member of a consortium and/or any Associated Person) has been involved in advising the Client on matters relating to the Project or in the preparation of the documents or information relating to the Project; and/or

A director, company secretary, or a staff member from a Bidder (including any member of a consortium and/or Associated Person) is related to one of the Client's employees or is a board member or related to a board member of the Client; and/or

A Bidder and/or Associated Person is participating in the procurement exercise in more than one capacity (for example, where a Bidder and/or Associated Person is seeking to participate in the procurement exercise in their own right and as a member of a consortia bid, or where a Bidder and/or Associated Person is seeking to participate in the procurement as a member of more than one consortium).

38.2 Where any conflict of interest or potential conflict of interest puts the Bidder at an unfair advantage or disadvantage in relation to the procurement:

38.2.1 the Client may require the relevant Bidder to take reasonable steps to ensure that the conflict does not put the Bidder at an unfair advantage or disadvantage; and

38.2.2 where the advantage cannot be avoided or where the Bidder will not take the steps required of it pursuant to paragraph 38.2.1 above, the Client will exclude the Bidder from the procurement process.

38.3 The Client has prepared a conflicts of interest assessment and will keep it under review in accordance with Section 81 of the Act.

38.4 Please note that routine pre-market engagement carried out by the Client should not represent a conflict of interest for a Bidder, provided that the engagement has been carried out in a transparent manner.

## 39 **CONSORTIA AND ASSOCIATED PERSONS**

39.1 "Consortium" refers to situations where more than one entity applies together for this tender exercise. This may be a consortium of entities, a Special Purpose Vehicle, a Joint Venture, etc.

39.2 Where a sub-contractor is being relied on to satisfy the financial, technical or professional conditions of participation, it is referred to as an "Associated Person". Bidders must clearly identify when they are relying on an Associated Person in the response to a question, giving the name of the Associated Person and explaining their role, capability and experience as the context of the question requires, as well as evidencing that the Bidder is associated with the Associated Person in accordance with section 22(8) and (9) of the Act.

39.3 Approach to PSQ for consortia and Associated Persons



- 39.3.1 When applying as part of a Consortium or making use of an Associated Person, the way the PSQ is filled out is slightly different. Whereas only **one** response is required for Part 3 of the PSQ, **every** Associated Person and **every** entity which forms the Consortium must fill out and submit Parts 1 and 2 (including the declaration). This would mean every entity which forms part of a consortium, every Joint Venture partner, and so on.
- 39.3.2 The one response to Part 3 is a composite response and is filled out by the lead consortium member (see below). This means that experience can be drawn from any or all members of the Consortium or any Associated Person. It does not mean that reference can be made only to the lead consortium member.
- 39.3.3 Consortia must identify a lead consortium member. This is the entity which is the contact for the purposes of this tender exercise. In addition, the Consortium must state the entity which is going to enter into the Contract. A lead consortium member may fill out the PSQ Response and be the lead for the Consortium, but this will not normally be the entity which is to enter into the Contract. Only the entity listed as being contractually responsible will be qualified to enter into the Contract, if successful. Any new entity will have to be assessed and will be so only at the discretion of the Client.
- 39.4 Approach to ITT for consortia and Associated Persons
- 39.4.1 Where a consortium is proposed, all members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response. Responses must enable the Client to assess:
- 39.4.1.1 pursuant to Section 28 of the Act, whether any subcontractor is on the debarment list and/or is and excluded or excludable supplier; and
- 39.4.1.2 the overall provision of Services proposed.
- 39.5 The Client reserves the right in accordance with Section 28 of the Act to exclude any Bid Submission that involves a subcontractor that is on the debarment list and/or is an excluded or excludable supplier as a proposed consortium member or subcontractor.
- 39.6 Where the proposed lead consortium member is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.
- 39.7 Where a consortium or other grouping of economic operators is proposed, each member of the consortium (or grouping) shall provide a written undertaking addressed to the Client that it, together with the other members, shall make available to the consortium (or grouping) the resources necessary to perform the Contract.
- 39.8 The Client recognises that arrangements in relation to consortia may be subject to future change. Bidders should therefore respond in the light of such arrangements as are currently envisaged. Bidders are reminded that the Client must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. Any change in consortium membership may lead to subsequent disqualification from the tender process. The Client also reserves the right to deselect any Bidder prior to any award of contract, based on an assessment of any updated information supplied.

39.9 The Client will only enter into a contract with a consortium which is a separate legal entity from those of its members. Any unincorporated consortium which is successful will be required to adopt a separate legal entity prior to, and as a condition to, entry into the Contract.

39.10 Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle, Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity.

#### **40 CHANGE OF CONSORTIUM MEMBERS OR BID SUBMISSION INFORMATION**

40.1 The composition of any Bidder (including consortium members) shall not be changed except with the Client's prior written consent. Bidders should also notify the Client of any changes to the identity of any significant sub-contractor.

40.2 The Client reserves the right to determine whether or not to continue with the assessment of a Bidder's Bid Submission, whether or not to allow a Bidder to continue to participate in this tender exercise and/or whether or not to enter into any agreement in respect of the Contract with a Bidder where there has been a change (direct or indirect) in the composition or ownership of that Bidder or a change in the principal relationships between the Bidder's consortium members.

40.3 If there has been a change to a Bidder's group members, or a change to the identity of an Associated Person or any other sub-contractor which the Client reasonably believes could significantly impact on the delivery of the Project, the Client reserves the right (without being obliged) to require the Bidder to complete a new response to any quality criterion or price submission for assessment in accordance with the criteria used by the Client in relation to the assessment of the Bidder's original response.

40.4 Bidders are required to inform the Client immediately of any changes to the information provided in any part of their Bid Submission or as set out in this ITT (including but not limited to information concerning members and structure of a consortium arrangement).

40.5 Any new information that is provided to the Client in accordance with this requirement may be evaluated by the Client in accordance with the same assessment criteria used to evaluate the original Bid Submission or conditions of participation as appropriate. The Client reserves the right to withdraw the qualification of a Bidder at any time following the assessment of new information where the conclusion of such assessment is that, had the Client been aware of the new information at the time of evaluating the Bidder's response, the Bidder would not have been qualified for any Stage or Stages of the Tender assessment (as set out in Section 3 of this Invitation Document).

40.6 The Client reserves the right to withdraw the qualification of a Bidder at any time following the assessment of new information where the conclusion of such assessment is that, had the Client been aware of the new information at the time of evaluating the Bidder's initial response to the [SQ] [PSQ], the Bidder would not have satisfied the conditions of participation and would not have been qualified to submit a Bid Submission.

#### **41 SUB-CONTRACTING**

41.1 Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the Contract requirements, your organisation should provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

- 41.2 The Client recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Client indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the procurement process or to provide the supplies and/or Services required. Bidders should therefore notify the Client immediately of any change in the proposed sub-contractor arrangements. The Client reserves the right to deselect any Bidder prior to any award of contract, based on an assessment of the updated information.

## **42 REJECTION OF BIDDERS AND BIDS**

- 42.1 Any Bid Submission submitted by any Bidder in respect of which the Bidder does any of the following may not be considered for acceptance and may, accordingly, be rejected by and the relevant Bidder excluded from further participation in the procurement process:

- 42.1.1 submits an abnormally low bid; or
- 42.1.2 fixes or adjusts the amount, prices, charges and rates shown:
  - 42.1.2.1 by or in connection with any agreement or arrangement with any other person; or
  - 42.1.2.2 by reference to any other Bid Submission; or
- 42.1.3 communicates to any person other than any information except in accordance with this ITT; or
- 42.1.4 enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Bid Submission or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Bidder in its Bid Submission and other documents; or
- 42.1.5 offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused, to be done in relation to any other Bidder, or any other proposed Bid Submission or other documents, any act or omission; or
- 42.1.6 fails to use the English language; or
- 42.1.7 fails to state monetary amounts in Pounds Sterling; or
- 42.1.8 fails to comply with these Instructions; or
- 42.1.9 submits a Non-Compliant Bid Submission.

- 42.2 Such non-acceptance or rejection by shall be without prejudice to any other civil remedies available to in respect thereof or to any criminal liability that such conduct by a Bidder may attract.

## **43 EVALUATION OF BIDS**

- 43.1 Responses will be reviewed by teams of officers of the Client and their legal and technical advisers.

- 43.2 Where a question is marked "information" responses will be considered in as far as they relate to the circumstances sections 26 to 30 (Exclusions) of the Act and/or schedules 6 and 7 to the Act, and/or as verification of any answers provided in relation to other questions as part of this ITT.
- 43.3 The Client reserves the right to revise the award decision in the following limited circumstances:
- 43.3.1 The selected Bidder does not satisfy any evaluation criteria for the PSQ at the point of contract award; or
  - 43.3.2 If at any time prior to contract award a Bidder is placed on the Debarment List (as set out section 62 of the Act), the Client reserves the right reject that Bidder from the procurement process and their Bid Submission will not be considered any further.
  - 43.3.3 The selected Bidder presents a reasonable risk of bringing the Client's identifiable and well-established reputation and profile into disrepute or damaging the same; or
  - 43.3.4 The selected Bidder seeks to amend its Bid Submission and the Client does not agree to such changes; or
  - 43.3.5 The selected Bidder does not enter into the Contract in a timeous manner; or
  - 43.3.6 The selected Bidder declines to enter into the Contract or decides to remove itself from this tender exercise.
- 43.4 The Bidders acknowledge and agree that the conditions of participation set out in the PSQ continue to apply throughout the procurement and, if successful, into the Contract duration. With that in mind, prior to contract award and prior to entering into the Contract (and at any other reasonable time throughout the procurement), the Client reserves the right to request any information from a Bidder to ensure its continuing qualification with the conditions of participation set out in the PSQ, including (but not limited to) evidence of the Bidder's economic and financial standing (including the Bidder's most recent management accounts).
- 43.5 In the event that any of the circumstances described in paragraph 10.3 arise, the Client will seek to award the Contract to the Bidder who has submitted next Most Advantageous Tender. Such award will be subject to the same process as set out above.
- 43.6 Once a preferred Bidder has been selected, the Contract will be compiled for execution. During this contract finalisation process the Client reserves the right to make such modifications to the Contract as are reasonably necessary to reflect the specifics of the preferred bidder's Bid Submission, provided always that such modifications are permitted modifications under Section 74 and Schedule 8 of the Act.

#### **44 NON-CONSIDERATION OF BID SUBMISSIONS**

- 44.1 Further to the above, the Client may in its absolute discretion refrain from considering a Bid Submission if either:
- 44.1.1 it does not comply in any respect with the requirements of this ITT; or
  - 44.1.2 it contains any significant omissions or qualifications.

## **45 ACCEPTANCE OF BID SUBMISSIONS**

- 45.1 In regard to the tender process, the Client reserves the right at any time at its absolute discretion:
- 45.1.1 to make whatever changes it sees fit to the content, process, timing and structure of the tender process and to issue amendments or modifications to this ITT; and/or
  - 45.1.2 to accept or not accept any Bid Submission submitted pursuant to the ITT; and/or
  - 45.1.3 not to award a contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this ITT and to procure the Contract of a Contractor by any alternative means within the legal requirements which the Client is subject to (including by way of undertaking a new procurement process or, where no suitable Bid Submissions have been received, by making a direct award under Section 41 and Schedule 5 of the Act).
- 45.2 The Client may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Bidders by the Bid Submission Deadline will be considered, as well as any other information that the Client requires to be submitted.
- 45.3 Bidders should note that:
- 45.3.1 any information provided by or on behalf of the Client including, without limitation, the particulars of their properties are a general outline, for the guidance of the Bidders and do not constitute the whole or any part of an offer or contract; and
  - 45.3.2 neither the Client nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this ITT and Bidders must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and
  - 45.3.3 neither the Client nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.
- 45.4 The Client gives notice that:
- 45.4.1 this ITT is set out as a general outline only for the guidance of intended Bidders and does not constitute, nor constitute any part of, an offer or contract; and
  - 45.4.2 all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending Bidder should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

## **46 BIDDERS' WARRANTIES**

- 46.1 In submitting any Bid Submission, each Bidder warrants, represents and undertakes to the Client that:
- 46.1.1 it has not done any of the acts or matters referred to in this paragraph 46 of this Section 4 to the ITT and has complied in all respects with these Instructions; and

- 46.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Client by the Bidder, its employees or agents in connection with or arising out of the Bid Submission are true, complete and accurate in all respects; and
- 46.1.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Bid Submission; and
- 46.1.4 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Document and included in its Bid Submission; and
- 46.1.5 it has full power and authority to enter into the Contract and deliver the Services for the Project; and
- 46.1.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to deliver the Services for the Project; and
- 46.1.7 it will obtain all necessary consents, licences and permissions to enable it to deliver the Services for the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 46.1.8 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Client and that is for the time being in the possession of the Bidder; and
- 46.1.9 it has not entered into an agreement with any other person with the aim or preventing Bid Submissions being made or as to the fixing or adjusting of the amount of any Bid Submission or the conditions on which any Bid Submission is made; and
- 46.1.10 it has not informed any other person, other than the Client, of the amount or the approximate amount of the Bid Submission; and
- 46.1.11 it has not caused or induced any person to enter into such an agreement as is mentioned in paragraph 46.1.9 and 46.1.10 above or to inform us of the amount or the approximate amount of any rival tender for the Contract; and
- 46.1.12 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or to having caused to be done in relation to any other Bid Submission or proposed Bid Submission for the services covered by the Bid Submission; and
- 46.1.13 it has not canvassed any other persons referred to in paragraph 46.1.9 above in connection with the Contract; and
- 46.1.14 it has not done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause the Client to be in breach of section 7(1) of the Bribery Act.

## **47 DATA PROTECTION**

- 47.1 References in this ITT to the **Data Protection Legislation** shall be references to the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in section 3(10) of the Data Protection Act 2018, along with any associated guidance and Codes of Practice as issued from time to time. For the purposes of this ITT, the terms Data Controller, Data Subject, Personal Data, Process and Processing shall have the meaning prescribed under the Data Protection Legislation.
- 47.2 Bidders acknowledge that in processing Personal Data pursuant to this ITT they do so as an independent Data Controller.
- 47.3 Bidders shall at all times during this tender exercise comply with the provisions and obligations imposed by the Data Protection Legislation and shall assist and/or co-operate with the Client in respect of the Client's compliance with Data Protection Legislation, where appropriate, and shall indemnify the Client and keep the Client indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this paragraph 14 which causes the Client to be in receipt of any actions, claims, demands, proceedings and/or incur any damages costs, charges and/or expenses (including reasonable legal expenses).
- 47.4 Bidders warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 47.5 Bidders shall only Process Personal Data provided to it by the Client to the extent necessary for the preparation of their Bid Submission.
- 47.6 In the event that a Bidder is under a legal obligation to process the Personal Data outside of the terms of this ITT, it shall notify the Client of that legal requirement prior to processing unless the law prohibits this on important grounds of public interest.
- 47.7 Bidders shall notify the Client without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed for the purposes of their Bid Submission.
- 47.8 Bidders shall notify the Client within two (2) Working Days if it receives:
- 47.8.1 a request from a Data Subject comprised within the Personal Data provided by the Client to exercise the Data Subject's Rights; or
  - 47.8.2 a complaint or request relating to the Client's obligations under the Data Protection Legislation
- and take no further steps in relation to the same until such time that it receives written instructions to do so from the Client.
- 47.9 Bidders shall also comply fully with all applicable guidelines and codes of practice issued by the Information Commissioner in the UK from time to time.
- 47.10 Bidders will upon submission of their Bid Submission, the withdrawal of that Bidder from this tender exercise or at such time that a Bidder no longer requires access to the Client's Personal Data for

the purposes of submitting a Bid Submission and at the request of the Client either return to the Client or destroy the Personal Data Processed under this ITT (and all copies of such data) in the Bidders' possession or other as directed by the Client.

- 47.11 The provisions of this paragraph 14 shall apply during the continuance of this ITT and indefinitely after its termination.

## **48 TRANSPARENCY**

- 48.1 Bidders are to note that the Client is subject to duties to publish information under the PA 2023

- 48.2 Where the Client is required to disclose the Bidder's information, the Client will consider the disclosure of any information, including price quotes, contained in Bid Submissions (both successful and unsuccessful), subject to the exemptions set out in section 94 of the Act. Bidders should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to Bid Submissions may not exempt those Bid Submissions from disclosure under the Act.

- 48.3 If a Bidder considers that all or any part of its Bid Submission and/or any specific information contained therein constitute a "trade secret", or that the Bid Submission or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in section 94 of the Act, the Bidder should:

- 48.3.1 attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and

- 48.3.2 in respect of such schedule and/or specific information, identify the particular sub-section of section 94 of the Act that the Bidder claims apply in the particular circumstances. Bidders should do so in full knowledge of the relevant Guidance<sup>3</sup> supporting the Act.

- 48.4 Bidders should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 48.3 of this Section 4, the Client will have complete discretion in deciding whether such documents and/or information should be disclosed under the PA 2023.

## **49 PROCUREMENT REVIEW UNIT AND PUBLIC PROCUREMENT REVIEW SERVICE**

- 49.1 Bidders are to note that the Client is subject to the investigatory powers under sections 108 to 110 of the Act. Under these provisions, the Government's Procurement Review Unit (the **PRU**) is empowered to investigate concerns raised on the PRU website about public sector procurement exercises. Contracting Authorities are required to assist all investigations. This may require the Client to disclose any information contained in any Bid Submissions submitted by Bidders.

- 49.2** By submitting a Bid Submission, the Bidder acknowledges and agrees that the Client has complete discretion in deciding whether such documents and/or information should be disclosed to the PRU (even where Bidders have identified certain information in their submissions as confidential) and

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<sup>3</sup> This has yet to be published.



the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information to the PRU.

## Appendices

### FORM OF TENDER

**50 PRICING DOCUMENT**

**51 FORM OF CONTRACT**

**52 SPECIFICATION / CLIENT'S BRIEF**

**53 CONFIDENTIAL INFORMATION – NOT TO BE UPLOADED TO AI APPLICATIONS**

**54 ANY OTHER LEGAL / TECHNICAL / FINANCIAL DOCUMENTS (EG SOCIAL VALUE REQUIREMENTS)**

**55 PROCUREMENT SPECIFIC QUESTIONNAIRE AND EVALUATION GUIDANCE FOR CONDITIONS OF PARTICIPATION**



Appendix 6a -  
Asbestos Managemer



Appendix 6 -  
Asbestos Managemer



Appendix 5 - The way  
we work in our custor



Appendix 4 -  
LiveWest - Tone of Vc



Appendix 3 -  
LiveWest - Contractor



Appendix 2 - Pricing  
Schedules.xlsx



Appendix 1 -  
Sprinkler.Misting.Fire



Appendix 1 - Fire  
Dampers.xlsx



Appendix 1 - Fire  
Alarm Systems.xlsx



Appendix 1 -  
Extinguishers and FireAutomatic Opening V



Appendix 1 -  
Automatic Opening V



## **VI.**



## **VII. Annex 5 – not used**

## VIII. Annex 6 – Security Management

### 1 SUPPLIER OBLIGATIONS

#### Core requirements

- 1.1 The Supplier must comply with the core requirements set out in Paragraphs 3 to 9.
- 1.2 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

<b>Certifications</b> (see Paragraph 4)		
The Supplier must have the following Certifications (or equivalent):	ISO/IEC 27001:2022 by a UKAS-recognised Certification Body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	x
Sub-contractors that Handle Buyer Data must have the following Certifications (or equivalent):	ISO/IEC 27001:2022 by a UKAS-recognised Certification Body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	x
<b>Locations</b> (see Paragraph 5)		
The Supplier and Sub-contractors may store, access or Handle Buyer Data in:	the United Kingdom only	<input type="checkbox"/>
	a location permitted by and in accordance with any regulations for the time being in force made under 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State)	<input type="checkbox"/>
	Any location where the service is being delivered, and nowhere else unless agreed with LiveWest	x
<b>Staff vetting</b> (see Paragraph 6)		
The Buyer requires a staff vetting procedure other than BPSS		<input type="checkbox"/>

#### Optional requirements

- 1.3 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements of the corresponding Paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.

<b>Security Management Plan</b> (see Paragraph 1 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must provide the Buyer with a Security Management Plan detailing how the requirements for the options selected in this table have been met.	<input type="checkbox"/>
<b>Buyer Security Policies</b> (see Paragraph 2 of Part B ( <i>Additional Requirements</i> ))	
The Buyer requires the Supplier to comply with the following policies relating to security management: <ul style="list-style-type: none"> <li>• <a href="#">IT Information and Cyber Security Policy</a></li> <li>• <a href="#">Data Protection Compliance Policy</a>.</li> </ul>	x
<b>Security testing</b> (see Paragraph 3 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must undertake security testing at least once every Contract Year and remediate any vulnerabilities, where it is technically feasible to do so	<input type="checkbox"/>
<b>Cloud Security Principles</b> (see Paragraph 4 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must assess the Supplier System against the Cloud Security Principles	<input type="checkbox"/>
<b>Record keeping</b> (see Paragraph 5 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must keep records relating to Sub-contractors, Sites, Third-Party Tools and third parties	<input type="checkbox"/>
<b>Encryption</b> (see Paragraph 6 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must encrypt Buyer Data while at rest or in transit	<input type="checkbox"/>
<b>Protective Monitoring System</b> (see Paragraph 7 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must implement an effective Protective Monitoring System	<input type="checkbox"/>
<b>Patching</b> (see Paragraph 8 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must patch vulnerabilities in the Supplier System promptly	<input type="checkbox"/>
<b>Malware protection</b> (see Paragraph 9 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must use appropriate Anti-virus Software	<input type="checkbox"/>
<b>End-User Devices</b> (see Paragraph 10 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must manage End-User Devices appropriately	<input type="checkbox"/>
<b>Vulnerability scanning</b> (see Paragraph 11 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must scan the Supplier System monthly for unpatched vulnerabilities	<input type="checkbox"/>
<b>Access control</b> (see Paragraph 12 of Part B ( <i>Additional Requirements</i> ))	



The Supplier must implement effective access control measures for those accessing Buyer Data and for Privileged Users	<input type="checkbox"/>
<b>Remote Working</b> (see Paragraph 13 of Part B ( <i>Additional Requirements</i> ))	
The Supplier may allow Supplier Staff to undertake Remote Working once an approved Remote Working Policy is in place	<input type="checkbox"/>
<b>Backup and recovery of Buyer Data</b> (see Paragraph 14 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must have in place systems for the backup and recovery of Buyer Data	x
<b>Return and deletion of Buyer Data</b> (see Paragraph 15 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must return or delete Buyer Data when requested by the Buyer	x
<b>Physical security</b> (see Paragraph 16 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must store Buyer Data in physically secure locations	<input type="checkbox"/>
<b>Security breaches</b> (see Paragraph 17 of Part B ( <i>Additional Requirements</i> ))	
The Supplier must report any Breach of Security to the Buyer promptly	x

## 2 DEFINITIONS

<b>"Anti-virus Software"</b>	software that: (a) protects the Supplier System from the possible introduction of Malicious Software; (b) scans for and identifies possible Malicious Software in the Supplier System; (c) if Malicious Software is detected in the Supplier System, so far as possible: (i) prevents the harmful effects of the Malicious Software; and (ii) removes the Malicious Software from the Supplier System;
<b>"BPSS"</b>	the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 ( <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ), as that document is updated from time to time;
<b>"Breach Security"</b>	of the occurrence of: (d) any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Buyer Data; (a) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Buyer Data, including copies of such Buyer Data; and/or (b) any part of the Supplier System ceasing to be compliant with the required Certifications;

	<p>(c) the installation of Malicious Software in the Supplier System;</p> <p>(d) any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and</p> <p>(e) includes any attempt to undertake the activities listed in sub-Paragraph (a) of this definition where the Supplier has reasonable grounds to suspect that attempt:</p> <p>(i) was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or</p> <p>(ii) was undertaken, or directed by, a state other than the United Kingdom;</p>
<b>"Buyer Equipment"</b>	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
<b>"Buyer Security Policies"</b>	those security policies specified by the Buyer in Paragraph 1.3;
<b>"Buyer System"</b>	<p>the Buyer's information and communications technology system, including any software or Buyer Equipment, owned by the Buyer or leased or licenced to it by a third-party, that:</p> <p>(a) is used by the Buyer or Supplier in connection with this Contract;</p> <p>(b) interfaces with the Supplier System; and/or</p> <p>(c) is necessary for the Buyer to receive the Services;</p>
<b>"Certifications"</b>	<p>one or more of the following certifications (or equivalent):</p> <p>(a) ISO/IEC 27001:2022 by a UKAS-recognised Certification Body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and</p> <p>(b) Cyber Essentials Plus; and/or</p> <p>(c) Cyber Essentials;</p>
<b>"CHECK Scheme"</b>	the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
<b>"CHECK Service Provider"</b>	<p>a company which, under the CHECK Scheme:</p> <p>(a) has been certified by the NCSC;</p> <p>(b) holds "Green Light" status; and</p> <p>(c) is authorised to provide the IT Health Check services required by Paragraph 3.2 (<i>Security Testing</i>) of Part B (<i>Additional Requirements</i>);</p>
<b>"Cloud Security Principles"</b>	the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles</a> ;
<b>"CREST Service Provider"</b>	a company with an information security accreditation of a security operations centre qualification from CREST International;

<b>"Cyber Essentials"</b>	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Plus"</b>	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Scheme"</b>	the Cyber Essentials scheme operated by the NCSC;
<b>"End-User Device"</b>	any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Sub-contractor and used in the provision of the Services;
<b>"Expected Behaviours"</b>	the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs 2 to 6 and in the table below paragraph 6 of <a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html</a> ;
<b>"Buyer Data"</b>	<p>any:</p> <ul style="list-style-type: none"> <li>(a) data, texts, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</li> <li>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</li> <li>(c) any meta-data relating to categories of data referred to in Paragraphs (a) or (b) of this definition;</li> </ul> <p>that is:</p> <ul style="list-style-type: none"> <li>(d) supplied to the Supplier by or on behalf of the Buyer; or</li> <li>(e) that the Supplier is required to generate, process, Handle, store or transmit under this Contract;</li> </ul>
<b>"Government Security Classification Policy"</b>	the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a> ;
<b>"Handle"</b>	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
<b>"IT Health Check"</b>	the security testing of the Supplier System;
<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;
<b>"NCSC"</b>	the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;

<b>"NCSC Device Guidance"</b>	the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/device-security-guidance">https://www.ncsc.gov.uk/collection/device-security-guidance</a> ;
<b>"Privileged User"</b>	a user with system administration access to the Supplier System, or substantially similar access privileges;
<b>"Prohibition Notice"</b>	the meaning given to that term by Paragraph 5.4;
<b>"Protective Monitoring System"</b>	has the meaning given to that term by Paragraph 7.1 of Part B ( <i>Additional Requirements</i> );
<b>"Relevant Conviction"</b>	any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
<b>"Remote Location"</b>	the relevant Supplier Staff's permanent home address authorised by the Supplier or Sub-contractor (as applicable) for Remote Working OR a location other than a Supplier's or a Sub-contractor's Site;
<b>"Remote Working"</b>	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
<b>"Remote Working Policy"</b>	the policy prepared and approved under Paragraph 13 of Part B ( <i>Additional Requirements</i> ) under which Supplier Staff are permitted to undertake Remote Working;
<b>"Security Controls"</b>	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at paragraph 12 of <a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html</a> ;
<b>"Sites"</b>	<p>any premises (including the Buyer's Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Buyer System takes place;</p>
<b>"Sub-contractor"</b>	<p>for the purposes of this Annex 6 (<i>Security Management</i>) only, any individual or entity that:</p> <p>(a) forms part of the supply chain of the Supplier; and</p> <p>(b) has access to, hosts, or performs any operation on or in respect of the Supplier System and the Buyer Data,</p>

	and this definition shall apply to this Annex 6 in place of the definition of Sub-contractor in clause 1 of the Conditions ( <i>Definitions</i> );
<b>"Supplier Staff"</b>	for the purposes of this Annex 6 ( <i>Security Management</i> ) only, any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor (as that term is defined for the purposes of this Annex 6 ( <i>Security Management</i> ) only) in the management or performance of the Supplier's obligations under this Contract, and this definition shall apply to this Annex 6 ( <i>Security Management</i> ) in place of the definition of Supplier Staff in clause 1 of the Conditions ( <i>Definitions</i> );
<b>"Supplier System"</b>	<p>(a) any:</p> <ul style="list-style-type: none"> <li>(i) information assets,</li> <li>(ii) IT systems,</li> <li>(iii) IT services; or</li> <li>(iv) Sites,</li> </ul> <p>that the Supplier or any Sub-contractor will use to Handle, or support the Handling of, Buyer Data and provide, or support the provision of, the Services; and</p> <p>(b) the associated information management system, including all relevant:</p> <ul style="list-style-type: none"> <li>(i) organisational structure diagrams;</li> <li>(ii) controls;</li> <li>(iii) policies;</li> <li>(iv) practices;</li> <li>(v) procedures;</li> <li>(vi) processes; and</li> <li>(vii) resources;</li> </ul>
<b>"Third-party Tool"</b>	any software used by the Supplier by which the Buyer Data is accessed, analysed or modified, or some form of operation is performed on it; and
<b>"UKAS-recognised Certification Body"</b>	<p>(a) an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or</p> <p>(b) an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.</p>

## Part A Core Requirements

### 3 HANDLING BUYER DATA

- 3.1 The Supplier acknowledges that it must comply with any information handling and classification requirements used or required by the Buyer.

### 4 CERTIFICATION REQUIREMENTS

- 4.1 Where the Buyer has not specified Certifications under Paragraph 1.2, the Supplier must ensure that it and any Sub-contractors that Handle Buyer Data are certified as compliant with Cyber Essentials (or equivalent).

- 4.2 Where the Buyer has specified Certifications under Paragraph 1.2, the Supplier must ensure that both:
- 4.2.1 it; and
  - 4.2.2 any Sub-contractor that Handles Buyer Data,
- are certified as compliant with the Certifications specified by the Buyer in Paragraph 1.2 (or equivalent certifications):
- 4.3 The Supplier must ensure that the specified Certifications (or their equivalent) are in place for it and any relevant Sub-contractor:
- 4.3.1 before the Supplier or any Sub-contractor Handles Buyer Data; and
  - 4.3.2 throughout the Term.

## 5 LOCATION

- 5.1 Where the Buyer has not specified any locations or territories in Paragraph 1.2, the Supplier must not, and ensure that Subcontractors do not store, access or Handle Buyer Data outside:
- 5.1.1 the United Kingdom; or
  - 5.1.2 a location permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).
- 5.2 Where the Buyer has specified locations or territories in Paragraph 1.2, the Supplier must, and ensure that all Sub-contractors, at all times store, access or Handle Buyer Data only in or from the geographic areas specified by the Buyer.
- 5.3 The Supplier must, and must ensure that its Sub-contractors store, access or Handle Buyer Data in a facility operated by an entity where:
- 5.3.1 the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);
  - 5.3.2 that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Annex;
  - 5.3.3 the Supplier or Sub-contractor has taken reasonable steps to assure itself that:
    - 5.3.3.1 the entity complies with the binding agreement; and
    - 5.3.3.2 the Sub-contractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Handle the Buyer Data as required by this Annex;
  - 5.3.4 the Buyer has not given the Supplier a Prohibition Notice under Paragraph 5.4.
- 5.4 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Sub-contractors must not undertake or permit to be undertaken the storage, accessing or Handling of Buyer Data in one or more countries or territories (a "**Prohibition Notice**").
- 5.5 Where the Supplier must and must ensure Sub-contractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

## 6 STAFF VETTING

- 6.1 The Supplier must not allow, and must ensure that Sub-contractors do not allow Supplier Staff, to access or Handle Buyer Data, if that person has not undergone:
- 6.1.1 the checks required for the BPSS to verify:
    - 6.1.1.1 the individual's identity;

6.1.1.2 where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;

6.1.1.3 the individual's previous employment history; and

6.1.1.4 that the individual has no Relevant Convictions; and

6.1.2 national security vetting clearance to the level specified by the Authority for such individuals or such roles as the Authority may specify; or

6.1.3 such other checks for the Supplier Staff as the Buyer may specify.

6.2 Where the Supplier considers it cannot ensure that a Sub-contractor will undertake the relevant security checks on any Sub-contractor Staff, it must:

6.2.1 as soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;

6.2.2 provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Sub-contractor staff will perform as the Buyer reasonably requires; and

6.2.3 comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Staff and the management of the Sub-contract.

## **7 SUPPLIER ASSURANCE LETTER**

7.1 The Supplier must, no later than the last day of each Contract Year, provide to the Buyer a letter from its chief technology officer (or equivalent officer) confirming that, having made due and careful enquiry:

7.1.1 the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters required by this Contract;

7.1.2 it has fully complied with all requirements of this Annex; and

7.1.3 all Sub-contractors have complied with the requirements of this Annex with which the Supplier is required to ensure they comply;

7.1.4 the Supplier considers that its security and risk mitigation procedures remain effective.

## **8 ASSURANCE**

8.1 The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Sub-contractors' compliance with this Annex.

8.2 The Supplier must provide that information and those documents:

8.2.1 at no cost to the Buyer;

8.2.2 within 10 Working Days of a request by the Buyer;

8.2.3 except in the case of original document, in the format and with the content and information required by the Buyer; and

8.2.4 in the case of original document, as a full, unedited and unredacted copy.

## **9 USE OF SUB-CONTRACTORS AND THIRD PARTIES**

9.1 The Supplier must ensure that Sub-contractors and any other third parties that store, have access to or Handle Buyer Data comply with the requirements of this Annex.

## Part B Additional Requirements

### 1 SECURITY MANAGEMENT PLAN

- 1.1 This Paragraph 1 of Part B (*Additional Requirements*) applies only where the Buyer has selected this option in Paragraph 1.3.

#### Preparation of Security Management Plan

- 1.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Annex and the Contract in order to ensure the security of the Supplier solution and the Buyer data.
- 1.3 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Contract, the Security Management Plan, which must include a description of how all the options selected in this Annex are being met along with evidence of the required certifications for the Supplier and any Sub-contractors specified in Paragraph 4 of Part B (*Additional Requirements*).

#### Approval of Security Management Plan

- 1.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
- 1.4.1 an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
  - 1.4.2 a rejection notice, which shall set out the Buyer's reasons for rejection the Security Management Plan.
- 1.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.
- 1.6 The process set out in Paragraph 1.5 of Part B (*Additional Requirements*) shall be repeated until such time as the Authority issues a Risk Management Approval Statement to the Supplier or terminates this Contract.
- 1.7 The rejection by the Buyer of a second revised Security Management Plan is a material Default of this Contract.

#### Updating Security Management Plan

- 1.8 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

#### Monitoring

- 1.9 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
- 1.9.1 a significant change to the components or architecture of the Supplier System;
  - 1.9.2 a new risk to the components or architecture of the Supplier System;
  - 1.9.3 a vulnerability to the components or architecture of the Supplier System using an industry standard vulnerability scoring mechanism;
  - 1.9.4 a change in the threat profile;
  - 1.9.5 a significant change to any risk component;
  - 1.9.6 a significant change in the quantity of Personal Data held within the Service;
  - 1.9.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
  - 1.9.8 an ISO27001 audit report produced in connection with the Certification indicates significant concerns.



- 1.10 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

## 2 BUYER SECURITY POLICIES

- 2.1 The Supplier must comply, when it provides the Services and operates and manages the Supplier System, with all Buyer Security Policies identified in the relevant option in Paragraph 1.3.
- 2.2 If there is an inconsistency between the Buyer Security Policies and the requirement of this Annex, then the requirements of this Annex will prevail to the extent of that inconsistency.

## 3 SECURITY TESTING

- 3.1 The Supplier must:
- 3.1.1 before Handling Buyer Data;
  - 3.1.2 at least once during each Contract Year; and
  - 3.1.3 undertake the following activities:
    - 3.1.3.1 conduct security testing of the Supplier System (an "**IT Health Check**") in accordance with Paragraph 3.2 of this Part B (*Additional Requirements*); and
    - 3.1.3.2 implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph 3.3 of this Part B (*Additional Requirements*).
- 3.2 In arranging an IT Health Check, the Supplier must:
- 3.2.1 use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;
  - 3.2.2 design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier System and the delivery of the Services;
  - 3.2.3 ensure that the scope of the IT Health Check encompasses the components of the Supplier System used to access, store, Handle or manage Buyer Data; and
  - 3.2.4 ensure that the IT Health Check provides for effective penetration testing of the Supplier System.
- 3.3 The Supplier treat any vulnerabilities as follows:
- 3.3.1 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
    - 3.3.1.1 if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or
    - 3.3.1.2 if it is technically feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 3.3.1.1, then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
  - 3.3.2 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
    - 3.3.2.1 if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or

- 3.3.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 3.3.2.1, then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- 3.3.3 the Supplier must remedy any vulnerabilities classified as medium in the IT Health Check report:
  - 3.3.3.1 if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or
  - 3.3.3.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 3.3.3.1, then as soon as reasonably practicable after becoming aware of the vulnerability and its classification; and
- 3.3.4 where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

#### **4 CLOUD SECURITY PRINCIPLES**

- 4.1 The Supplier must ensure that the Supplier System complies with the Cloud Security Principles.
- 4.2 The Supplier must assess the Supplier System against the Cloud Security Principles to assure itself that it complies with Paragraph 4.1 of this Part B (*Additional Requirements*):
  - 4.2.1 before Handling Buyer Data;
  - 4.2.2 at least once each Contract Year; and
  - 4.2.3 when required by the Buyer.
- 4.3 Where the Cloud Security Principles provide for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.
- 4.4 The Supplier must:
  - 4.4.1 keep records of any assessment that it makes under Paragraph 4.2 of this Part B (*Additional Requirements*); and
  - 4.4.2 provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

#### **5 INFORMATION ABOUT SUB-CONTRACTORS, SITES AND THIRD-PARTY TOOLS**

- 5.1 The Supplier must keep the following records:
  - 5.1.1 for Sub-contractors or third parties that store, have access to or Handle Buyer Data:
    - 5.1.1.1 the Sub-contractor or third party's name:
      - (a) legal name;
      - (b) trading name (if any); and
      - (c) registration details (where the Sub-contractor is not an individual), including:
        - (i) country of registration;
        - (ii) registration number (if applicable); and
        - (iii) registered address;

- (d) the Certifications held by the Sub-contractor or third party;
- (e) the Sites used by the Sub-contractor or third party;
- (f) the Services provided or activities undertaken by the Sub-contractor or third party;
- (g) the access the Sub-contractor or third party has to the Supplier System;
- (h) the Buyer Data Handled by the Sub-contractor or third party; and
- (i) the measures the Sub-contractor or third party has in place to comply with the requirements of this Annex;

5.1.1.2 for Sites from or at which Buyer Data is accessed or Handled:

- (a) the location of the Site;
- (b) the operator of the Site, including the operator's:
  - (i) legal name;
  - (ii) trading name (if any); and
  - (iii) registration details (where the Sub-contractor is not an individual);
  - (iv) the Certifications that apply to the Site;
  - (v) the Buyer Data stored at, or Handled from, the site; and

5.1.1.3 for Third-party Tools:

- (a) the name of the Third-Party Tool;

5.1.1.4 the nature of the activity or operation performed by the Third-Party Tool on the Buyer Data; and

- (a) in respect of the entity providing the Third-Party Tool, its:
  - (i) full legal name;
  - (ii) trading name (if any)
  - (iii) country of registration;
  - (iv) registration number (if applicable); and
  - (v) registered address.

5.2 The Supplier must update the records it keeps in accordance with Paragraph 5.1 of this Part B (*Additional Requirements*):

5.2.1 at least four times each Contract Year;

5.2.2 whenever a Sub-contractor, third party that accesses or Handles Buyer Data, Third-party Tool or Site changes; or

5.2.3 whenever required to do so by the Buyer.

5.3 The Supplier must provide copies of the records it keeps in accordance with Paragraph 5.1 of this Part B (*Additional Requirements*) to the Buyer within 10 Working Days of any request by the Buyer.

## 6 ENCRYPTION

- 6.1 The Supplier must, and must ensure that all Sub-contractors, encrypt Buyer Data:
- 6.1.1 when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
  - 6.1.2 when transmitted.

## 7 PROTECTIVE MONITORING SYSTEM

- 7.1 The Supplier must, and must ensure that Sub-contractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier System and the Buyer Data to:
- 7.1.1 identify and prevent any potential Breach of Security;
  - 7.1.2 respond effectively and in a timely manner to any Breach of Security that does;
  - 7.1.3 identify and implement changes to the Supplier System to prevent future any Breach of Security; and
  - 7.1.4 help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier System,

(the "**Protective Monitoring System**").

- 7.2 The Protective Monitoring System must provide for:
- 7.2.1 event logs and audit records of access to the Supplier System; and
  - 7.2.2 regular reports and alerts to identify:
    - 7.2.2.1 changing access trends;
    - 7.2.2.2 unusual usage patterns; or
    - 7.2.2.3 the access of greater than usual volumes of Buyer Data; and
    - 7.2.2.4 the detection and prevention of any attack on the Supplier System using common cyber-attack techniques.

## 8 PATCHING

- 8.1 The Supplier must, and must ensure that Sub-contractors, treat any public releases of patches for vulnerabilities as follows:
- 8.1.1 the Supplier must patch any vulnerabilities classified as "**critical**":
    - 8.1.1.1 if it is technically feasible to do so, within 5 Working Days of the public release; or
    - 8.1.1.2 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 8.1.1.1, then as soon as reasonably practicable after the public release;
  - 8.1.2 the Supplier must patch any vulnerabilities classified as "**important**":
    - 8.1.2.1 if it is technically feasible to do so, within 1 month of the public release; or
    - 8.1.2.2 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 8.1.2.1, then as soon as reasonably practicable after the public release;
  - 8.1.3 the Supplier must remedy any vulnerabilities classified as "**other**" in the public release:

- 8.1.3.1 if it is technically feasible to do so, within 2 months of the public release; or
- 8.1.3.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 8.1.3.1, then as soon as reasonably practicable after the public release;
- 8.1.4 where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

## **9 MALWARE PROTECTION**

- 9.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier System.
- 9.2 The Supplier must ensure that such Anti-virus Software:
  - 9.2.1 prevents the installation of the most common forms of Malicious Software in the Supplier System;
  - 9.2.2 performs regular scans of the Supplier System to check for Malicious Software; and
  - 9.2.3 where Malicious Software has been introduced into the Supplier System, so far as practicable
    - 9.2.3.1 prevents the harmful effects from the Malicious Software; and
    - 9.2.3.2 removes the Malicious Software from the Supplier System.

## **10 END-USER DEVICES**

- 10.1 The Supplier must, and must ensure that all Sub-contractors, manage all End-User Devices on which Buyer Data is stored or Handled in accordance with the following requirements:
  - 10.1.1 the operating system and any applications that store, Handle or have access to Buyer Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
  - 10.1.2 users must authenticate before gaining access;
  - 10.1.3 all Buyer Data must be encrypted using a suitable encryption tool;
  - 10.1.4 the End-User Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-User Device is inactive;
  - 10.1.5 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Buyer Data to ensure the security of that Buyer Data;
  - 10.1.6 the Supplier or Sub-contractor, as applicable, can, without physical access to the End-User Device, remove or make inaccessible all Buyer Data stored on the device and prevent any user or group of users from accessing the device;
  - 10.1.7 all End-User Devices are within the scope of any required Certification.
- 10.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.

## **11 VULNERABILITY SCANNING**

- 11.1 The Supplier must:

- 11.1.1 scan the Supplier System at least once every month to identify any unpatched vulnerabilities; and
- 11.1.2 if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 8 of this Part B (*Additional Requirements*).

## **12 ACCESS CONTROL**

- 12.1 The Supplier must, and must ensure that all Sub-contractors:
  - 12.1.1 identify and authenticate all persons who access the Supplier System before they do so;
  - 12.1.2 require multi-factor authentication for all user accounts that have access to Buyer Data or that are Privileged Users;
  - 12.1.3 allow access only to those parts of the Supplier System and Sites that those persons require; and
  - 12.1.4 maintain records detailing each person's access to the Supplier System.
- 12.2 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier System:
  - 12.2.1 are allocated to a single, individual user;
  - 12.2.2 are accessible only from dedicated End-User Devices;
  - 12.2.3 are configured so that those accounts can only be used for system administration tasks;
  - 12.2.4 require passwords with high complexity that are changed regularly;
  - 12.2.5 automatically log the user out of the Supplier System after a period of time that is proportionate to the risk environment during which the account is inactive; and
  - 12.2.6 are:
    - 12.2.6.1 restricted to a single role or small number of roles;
    - 12.2.6.2 time limited; and
    - 12.2.6.3 restrict the Privileged User's access to the internet.

## **13 REMOTE WORKING**

- 13.1 The Supplier must ensure, and ensure that Sub-contractors ensure, that:
  - 13.1.1 unless in writing by the Authority, Privileged Users do not undertake Remote Working;
  - 13.1.2 where the Authority permits Remote Working by Privileged Users, the Supplier ensures, and ensures that Sub-contractors ensure, that such Remote Working takes place only in accordance with any conditions imposed by the Authority.
- 13.2 Where the Supplier or a Sub-contractor wishes to permit Supplier Staff to undertake Remote Working, it must:
  - 13.2.1 prepare and have approved by the Buyer in the Remote Working Policy in accordance with this Paragraph;
  - 13.2.2 undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;
  - 13.2.3 ensure that Supplier Staff undertake Remote Working only in accordance with the Remote Working Policy;
  - 13.2.4 may not permit any Supplier Staff or the Supplier or any Sub-contractor to undertake Remote Working until the Remote Working Policy is approved by the Buyer.

- 13.3 The Remote Working Policy must include or make provision for the following matters:
- 13.3.1 restricting or prohibiting Supplier Staff from printing documents in any Remote Location;
  - 13.3.2 restricting or prohibiting Supplier Staff from downloading any Buyer Data to any End-User Device other than an End User Device that:
    - 13.3.2.1 is provided by the Supplier or Sub-contractor (as appropriate); and
    - 13.3.2.2 complies with the requirements set out in Paragraph 10 (*End-User Devices*) of this Part B (*Additional Requirements*);
  - 13.3.3 ensuring that Supplier Staff comply with the Expected Behaviours (so far as they are applicable);
  - 13.3.4 giving effect to the Security Controls (so far as they are applicable); and
  - 13.3.5 for each different category of Supplier Staff subject to the proposed Remote Working Policy:
    - 13.3.5.1 the types and volumes of Buyer Data that the Supplier Staff can Handle in a Remote Location and the Handling that those Supplier Staff will undertake;
    - 13.3.5.2 any identified security risks arising from the proposed Handling in a Remote Location;
    - 13.3.5.3 the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks; and
    - 13.3.5.4 the business rules with which the Supplier Staff must comply.
- 13.4 The Supplier may submit a proposed Remote Working Policy for consideration at any time.

## 14 BACKUP AND RECOVERY OF BUYER DATA

- 14.1 The Supplier must ensure that the Supplier System:
- 14.1.1 backs up and allows for the recovery of Buyer Data to achieve the recovery point and recovery time objectives specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified; and
  - 14.1.2 retains backups of the Buyer Data for the period specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified.
- 14.2 The Supplier must ensure the Supplier System:
- 14.2.1 uses backup location for Buyer Data that are physically and logically separate from the rest of the Supplier System;
  - 14.2.2 the backup system monitors backups of Buyer Data to:
    - 14.2.2.1 identify any backup failure; and
    - 14.2.2.2 confirm the integrity of the Buyer Data backed up;
  - 14.2.3 any backup failure is remedied properly;
  - 14.2.4 the backup system monitors backups of Buyer Data to:
    - 14.2.4.1 identify any recovery failure; and
    - 14.2.4.2 confirm the integrity of Buyer Data recovered; and

14.2.5 any recovery failure is promptly remedied.

## **15 RETURN AND DELETION OF BUYER DATA**

15.1 Subject to Paragraph 15.2 of this Part B (*Additional Requirements*), when requested to do so by the Buyer, the Supplier must, and must ensure that all Sub-contractors:

15.1.1 securely erase any or all Buyer Data held by the Supplier or Sub-contractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted; or

15.1.2 provide the Buyer with copies of any or all Buyer Data held by the Supplier or Sub-contractor using the method specified by the Buyer.

15.2 Paragraph 15.1 of this Part B (*Additional Requirements*) does not apply to Buyer Data:

15.2.1 that is Personal Data in respect of which the Supplier is a Controller;

15.2.2 to which the Supplier has rights to Handle independently from this Contract; or

15.2.3 in respect of which, the Supplier is under an obligation imposed by Law to retain.

15.3 The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Buyer Data held by the Supplier or Sub-contractor:

15.3.1 when requested to do so by the Buyer; and

15.3.2 using the method specified by the Buyer.

## **16 PHYSICAL SECURITY**

16.1 The Supplier must, and must ensure that Sub-contractors, store the Buyer Data on servers housed in physically secure locations.

## **17 BREACH OF SECURITY**

17.1 If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Buyer Data, it shall:

17.1.1 notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within 24 hours;

17.1.2 provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction; and

17.1.3 where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer.