



Foreign, Commonwealth
& Development Office

CPG/12204/2025

**FRAMEWORK CONTRACT FOR SUPPLYING
VEHICLE BATTERIES
TO BRITISH EMBASSY BAGHDAD**



Commercial Hub
 British Embassy Manila
 120 Upper McKindley Road,
 McKinley Hill,
 Taguig City, 1634
 Metro Manila, Philippines

Toyota W BSS

Karrada near 14th July Bridge
 Baghdad, Iraq

22 July 2025

Dear Yaseen Abbas,

Award of contract for the Framework Contract for Supplying Vehicle Batteries to British Embassy Baghdad

Following your tender/proposal for the Framework Contract for Supplying Vehicle Batteries to **British Embassy Baghdad** to The Secretary of State for Foreign and Commonwealth Affairs (the “**Customer**”), we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between The Secretary of State for Foreign and Commonwealth Affairs as the Customer and **Toyota W BSS** (the “**Supplier**”) for Supplying Vehicle Batteries to British Embassy Baghdad. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

Your attention is drawn to The Authorities Code of Conduct for our Suppliers, at Annex 4 to the Contract.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Goods shall be delivered at British Embassy, International Zone, Baghdad, Iraq.
- 2) The charges for the good shall be set out in Annex 2 – Schedule of Prices.
- 3) The specifications shall be as set out in Annex 3 – Specifications.
- 4) The Term shall commence on 1 July 2025 and the Expiry Date shall be 30 June 2026, with an option to extend for 1 year until 30 June 2027.
- 5) The address for notices of the Parties are:

Customer

Attention: Hussam Al Obaydi
 Email: Hussam.AIObaydi@fcdo.gov.uk
 British Embassy, Foreign and Commonwealth
 Office, International Zone, Baghdad, Iraq

Supplier

Attention: Yaseen Abbas
 Email: al_hassani_logistics@yahoo.com
 Near 14th July Bridge, Baghdad, Iraq

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name

Hussam Al Obaydi
 Hayder Yaseen

Title

Procurement Manager, British Embassy Baghdad
 Officer, haiderelsaid@gmail.com

Payment

- 7) The Authority may elect to pay for the Services by Contractor invoice via credit transfer or such other method as the Parties may agree. Within 10 working days of receipt of your countersigned copy of this letter, we will agree which payment method will be used.
- 8) If the Parties agree to adopt payment by invoice, then all invoices must be sent, quoting a valid purchase order number (PO Number), to: Manila.GTPCSupplierMaintenance@fco.gov.uk.

Within

10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number.

You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

The Authority pays into its Contractors bank accounts by credit transfer.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Shahad.Ismael@fcdo.gov.uk or by telephone +964 780 921 0760 between 08:00-14:00 Sunday to Thursday.

Liaison

- 9) For general liaison your contact will continue to be Hussam Al Obaydi or, in their absence, Shahad Ismael at Shahad.Ismael@fcdo.gov.uk.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in smooth and successful delivery. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Hussam Al Obaydi at the above address **within** 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the Authority

Name: **Carlos Mejias**, Interim Head of the Regional Procurement Hub for APAC and MENA, FCDO

Signature:



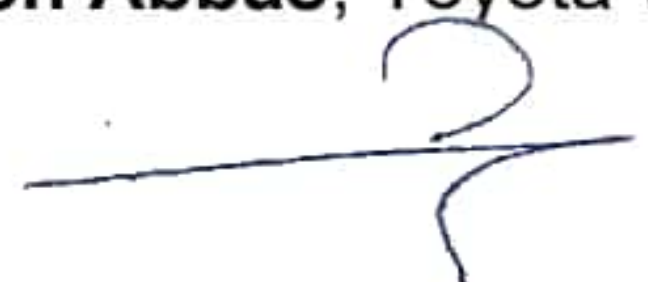
15 Aug 2025

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Mayfair Motor Group Ltd.

Name: **Yaseen Abbas**, Toyota W BSS

Signature:



Date:

06.08.2025

Terms and Conditions of Contract

- 1 Interpretation
- 2 Basis of Agreement
- 3 Supply of Goods
- 4 Cancellation
- 5 Delivery
- 6 Property and Guarantee of Title
- 7 Charges, Payment and Recovery of Sums Due
- 8 Premises and Equipment
- 9 Staff
- 10 Assignment and Sub-Contracting
- 11 Intellectual Property Rights and Indemnity
- 12 Governance and Records
- 13 Confidentiality
- 14 Data Protection – NOT USED
- 15 Liability
- 16 Force Majeure
- 17 Termination
- 18 Compliance
- 19 Prevention of Fraud and Corruption
- 20 Dispute Resolution
- 21 Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain (not used)
- 22 Management Charges and Information (Not Used)
- 23 General
- 24 Notices
- 25 Governing Law and Jurisdiction
- 26 Safeguarding
- 27 Modern Slavery

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Authority”	means the Secretary of State for Foreign, Commonwealth and Development Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown.
“Authority's Representative”	means the individual authorised to act on behalf of the Authority for the purposes of the Contract.
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges specified in the Award Letter;
“Code of Conduct”	Means the Agreement at Annex 4 to this Contract
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contract Period”	Is the term of the contract from the Commencement Date till the expiry date
“Contracts Finder”	Is the Government’s publishing portal for public sector procurement opportunities
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Credit Transfer”	is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
“Customer”	means the person named as Customer in the Award Letter who is the “Authorities Representative”;
“Data Protection	means (i) the GDPR, the LED and any applicable national implementing Laws as

Legislation“	amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Loss Event“	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Subject Access Request“	means 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;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the Goods to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Condition 5 (Delivery). Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 2018;
“EIR”	means Environmental Information Regulations 2004;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
“Goods”	means the goods to be supplied by the Supplier to the Customer under the Agreement;
“GPC”	means the Government Procurement credit card used for purchasing and/or making payment;
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“LED”	means Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“Notice”	means information from either Party to the other Party about a particular action that has been taken;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: 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;
“Purchase Order”	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority’s specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
“Purchase Order Number”	means the Customer’s unique number relating to the Contract;
“Regulatory Body”	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“SME”	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services or Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the goods subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within seven (7) days of the date of the Award Letter.

3 SUPPLY OF GOODS

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

4 CANCELLATION

- 4.1 The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the

generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

5 DELIVERY

- 5.1 The Supplier shall Deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.
- 5.2 Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Goods shall be provided without acceptance by the Customer or the Crown of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 5.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 5.4 Unless otherwise stipulated by the Customer in the Award Letter, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 5.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of Condition 3 (Supply of Goods) then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
- 5.5.1 to terminate the Agreement;
- 5.5.2 request the Supplier, free of charge, to deliver substitute Goods within the timescales specified by the Customer;
- 5.5.3 to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 5.5.4 to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Goods or part of Goods duly returned;
- 5.5.5 to buy the same or similar Goods from another supplier and to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

6 PROPERTY AND GUARANTEE OF TITLE

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

7 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

7.1 The Charges for the Goods shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.

7.2 The Supplier shall add VAT to the Agreement Price at the prevailing rate as applicable.

7.3 The Customer may elect to pay for the goods by invoice via credit transfer, Government Procurement Card or such other method as the Parties may agree.

If the Authority elects to pay against an invoice, The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

7.4 In consideration of the supply of the Goods by the Supplier, the Customer shall pay the Supplier the charges no later than 30 days after verifying that the charge is valid and undisputed. If paying by invoice, a valid Purchase Order Number is required.

7.5 If the Customer fails to consider and verify an invoice in a timely fashion the charge shall be regarded as valid and undisputed for the purpose of Condition 7.4 (Charges, payment and Recovery of Sums Due) after a reasonable time has passed.

7.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Condition 17 (Termination). Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Condition 20 (Dispute Resolution)

7.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

7.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

7.8.1 provisions having the same effects as conditions 7.3 to 7.7 (Charges, payment and Recovery of Sums Due) of this Agreement; and

7.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as conditions 7.3 to 7.8 (Charges, payment and Recovery of Sums Due) of this Agreement.

7.8.3 In this condition 7.8 (Charges, Payment and Recovery of Sums Due), "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

7.8.4 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

9 STAFF

9.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

9.1.1 refuse admission to the relevant person(s) to the Customer's premises;

9.1.2 direct the Supplier to end the involvement in the provision of the Goods of the relevant person(s); and/or

9.1.3 require that the Supplier replace any person removed under this Condition with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.

9.2 The Supplier shall:

9.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;

9.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

9.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

10 ASSIGNMENT AND SUB-CONTRACTING

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

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

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

11 INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

11.1 The Supplier grants the Customer a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil its obligations under this Agreement.

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

11.3 The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 GOVERNANCE AND RECORDS

12.1 The Supplier shall:

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

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

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

13 CONFIDENTIALITY

- 13.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.
- 13.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions to FOIA but the Authority shall have the final decision in its absolute discretion.
- 13.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 13.4 Condition 13.2 (Confidentiality) shall not apply to the extent that:
- 13.4.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR, save that the Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld.
- 13.4.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 13.4.3 Such information was obtained from a third party without obligation of confidentiality;
- 13.4.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 13.4.5 It is independently developed without access to the other party's Confidential Information.
- 13.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.
- 13.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 13.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- 13.8.1 To any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
- 13.8.2 To any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
- 13.8.3 For the purpose of the examination and certification of the Authority's accounts; or
- 13.8.4 For any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

- 13.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Condition 13.8 (Confidentiality) is made aware of the Authority's obligations of confidentiality.
- 13.10 Nothing in this Condition 13 (Confidentiality) shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 13.11 In the event that the Contractor fails to comply with this Condition 13 (Confidentiality), the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 13.12 The provisions under this Condition 13 (Confidentiality) are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

14 DATA PROTECTION (NOT USED)

15 LIABILITY

- 15.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 15.2 Subject always to condition 15.3 (Liability):
- 15.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Goods, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 15.2.2 except in the case of claims arising under conditions 11.2 (Intellectual Property Rights and Indemnity) (and 19.3 Prevention of Fraud and Corruption), in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 15.3.1 death or personal injury caused by its negligence or that of its Staff;
- 15.3.2 fraud or fraudulent misrepresentation by it or that of its Staff;
- 15.3.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 15.3.4 any other matter which, by law, may not be excluded or limited.
- 15.4 The Supplier's liability under the indemnity in conditions 15.2.1 (Liability) and 19.3 (Prevention of Fraud and Corruption) shall be unlimited

16 FORCE MAJEURE

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

17 TERMINATION

- 17.1 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement in whole or in part before Delivery or after Delivery (where only part of Goods have been Delivered) by written notice to the Supplier with immediate effect if the Supplier:
- 17.1.1 (without prejudice to condition 17 - Termination), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 17.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 17.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 17.1.5 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 17.1.6 breaches the provisions of conditions 9.2 (Staff), 13 (Confidentiality), 14 (Data Protection), and 18 (Compliance);
 - 17.1.7 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this condition 17.1.6 Termination) in consequence of debt in any jurisdiction; or
- 17.2 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in condition 17 (Termination) or any potential such change of control.
- 17.4 In addition to the Supplier's statutory rights, the Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 17.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under Conditions 2 (Basis of Agreement), 3.2, 3.3 (Supply of Goods), 9 (Staff), 11 (IPR and Indemnity), 12.2 (Governance and Records), 13 (Confidentiality, transparency and publicity), 14 (Protection and Security of Data), 15 (Liability), 17.5 (Termination), 18.4 (Compliance), 19.3 (Prevention of Fraud and Corruption), 20 (Dispute Resolution) and 23.7 (General), and any other term or condition of the Agreement that either expressly or by implication has effect after termination.
- 17.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 17.6.1 give all reasonable assistance to the Customer and any incoming supplier of Goods; and
 - 17.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

18 COMPLIANCE

- 18.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify

the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

18.2 The Supplier shall:

- 18.2.1 comply with the reasonable requirements of the Customer's security arrangements;
 - 18.2.2 comply with all the Customer's health and safety measures;
 - 18.2.3 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 18.2.4 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
 - 18.2.5 take all reasonable steps to secure the observance of condition 18 (Compliance) by all Staff; and
 - 18.2.6 supply the Goods and any packaging in accordance with the Customer's environmental policy as provided from time to time.
- 18.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this condition 18 (Compliance).
- 18.4 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 18.4.1 the Official Secrets Acts 1911 to 1989; and
 - 18.4.2 section 182 of the Finance Act 1989.

19 PREVENTION OF FRAUD AND CORRUPTION

- 19.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 19.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by condition 19 (Prevention of Fraud and Corruption) or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
 - 19.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this Condition.

20 DISPUTE RESOLUTION

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

20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in condition 20 (Dispute Resolution), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

21 IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMES AND VCSES IN THE SUPPLY CHAIN (NOT USED)

22 MANAGEMENT CHARGES AND INFORMATION (NOT USED)

23 GENERAL

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

23.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

23.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

23.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this Condition shall exclude liability for fraud or fraudulent misrepresentation.

23.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

23.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

23.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

23.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

24 NOTICES

24.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to condition 23 (General), e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this Condition:

24.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 24.3 Notices under conditions 16 (Force Majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in condition 24.1 (Notices).

25 GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement will be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor will the taking of proceedings by the Authority in any one or more jurisdictions preclude the taking of proceedings by the Authority in any other jurisdiction, whether concurrently or not.

26 SAFEGUARDING

- 26.1 For the purposes of this Clause 26, "**Reasonable Measures**" shall mean:

all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "**Serious Misconduct**") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

- (a) Clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- (b) Developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- (c) Provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- (d) Clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- (e) Maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;
- (f) Any other Good Industry Practice measures (including any innovative solutions),

- 26.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement ("**Supplier Providers**") and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.

- 26.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with Clause 26.1.

- 26.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to FCDO, including FCDO's Counter Fraud Section at or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.

- 26.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to FCDO as soon as is reasonably practicable.
- 26.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- 26.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.
- 26.8 Failure by the Supplier to:
- 1) Put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
 - 2) Fully investigate allegations of Serious Misconduct; or
 - 3) Immediate report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle FCDO to terminate this Contract with immediate effect.

27 MODERN SLAVERY

The Supplier:

- (a) shall not use, nor allow its subcontractors to use, forced, bonded or involuntary prison labour;
- (b) shall not require any Supplier employees or the employees of any subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (c) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- (d) warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (e) shall make reasonable enquiries to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- (f) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;
- (g) shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- (h) shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;

- (i) shall not use, or allow its employees or sub-contractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
- (j) shall not use, or allow its sub-contractors to use, child or slave labour;
- (k) shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Authority and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- (l) If the Supplier is in Default under Conditions (a) to (k) the Authority may by notice:
 - 1. require the Supplier to remove from performance of the Contract any sub-contractor, Supplier employees or other persons associated with it whose acts or omissions have caused the Default; or
 - 2. immediately terminate the Contract.
- (m) shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance;

Schedule of Prices

Annex 2

A. Framework List

No.	Brand	Description	Delivery Timeline	Unit Price (IQB)
1	ECM	Battery Bus 12V 150AH	1 day delivery	540,000
2	ECM	Battery Bus 12V 130AH	1 day delivery	575,750
3	Varta	Battery 24 pass side 12V 70AH	1 day delivery	213,000
4	Varta	Battery 23 driver side 12V 70AH	1 day delivery	202,000
5	Energizer	Battery Energizer LH 12V 70AH	Unavailable - Quality not recommended	
6	Energizer	Battery Energizer RH 12V 70AH	Unavailable - Quality not recommended	
7	Odyssey	Battery ECM 12V 45AH UK PC1200 MJT	1 month delivery	630,000
8	Lockly Power	Battery ECM 12V 45AH	2 days delivery	195,000
9		12v 42AmpGel Battery	2 days delivery	198,000
10		12v 74Amp Battery – 680A	2 days delivery	208,000
11		12v 74Amp Battery – 680A	2 days delivery	217,750

B. Delivery Costs

No.	Delivery Costs	
	Description	Response
1	Fixed Delivery Cost	Free of Charge

Specifications**Annex 3****I. GENERAL REQUIREMENTS****1.1. Delivery Requirements**

- 1.1.1. Within 24 hours, supplier must respond to the Call Off Instruction below by only the Authorised Representatives of the Authority through email.

From the Contracting Authority:-	[insert Organisation name]	
Officer Authorised to Instruct:	[insert name]	[insert signature]
To Framework Contractor:-	[insert Framework Contractor name(s)]	
On:-	[insert date]	Reference:- [insert Framework and Call-Off UIN]
Requirement:-	[insert description of the Requirement]	
Special Terms:		
	[insert special Terms and Conditions relevant to the Requirement]	

- 1.1.2. Batteries must be delivered to the Authority within 3-5 days of order placement for in stock items, and 10 days for non-stock items.
- 1.1.3. Delivery must include proper documentation, including warranty cards, product datasheets, safety handling guides and other documents as applicable.
- 1.1.4. Batteries must be securely packaged during transit, with each package labeled accordingly.

1.2. Warranty and Support

- 1.2.1. A minimum warranty period of three years from the date of installation is required.
- 1.2.2. The supplier must provide after-sales support, including the replacement or servicing of defective units during the warranty period. Faulty batteries shall be replaced with new batteries of the same brand and type within 7 days at no cost to the Authority.
- 1.2.3. If the contract expires, the supplier shall continue to honor the warranty of batteries installed prior to the termination date. This provision shall remain in effect beyond the expiration of the contract between the parties.

1.3. Limitations

- 1.3.1. The Authority has the freedom to order from any of the framework suppliers.

- 1.3.2. The Authority does not commit to ordering these batteries exclusively from the framework suppliers. However, the framework contract is the first option to be considered by the Authority when purchasing needed batteries.
- 1.3.3. The Authority does not commit to a minimum order quantity for the batteries.
- 1.3.4. Fixed prices will only apply for the batteries list of the framework contract.
- 1.3.5. Contractor **will not** be responsible for failure of the batteries due to misuse of the Authority.

1.4. Customer Services and Administration

- 1.4.1. The Contractor shall nominate one (1) Account Manager as a single point of contact. The Account Manager shall be responsible for delivering and managing the Authority's requirement including but not limited to management of Key Performance Indicators (KPIs), billing and issue escalation and resolution.
- 1.4.2. The Contractor shall provide responses to the Authority's account management queries made either by phone or e-mail within 24 hours.
- 1.4.3. The Contractor shall provide quarterly reports with the summary of the purchases of the Authority, to be submitted 15 days after the reporting period.

II. TECHNICAL REQUIREMENTS











- 2.1. Currently, the fleet requires the following batteries:

No.	Brand	Description	Indicative Annual Requirement	Remarks
1	ECM	Battery Bus 12V 150AH	2	
2	ECM	Battery Bus 12V 130AH	2	
3	Varta	Battery 24 pass side 12V 70AH	60	
4	Varta	Battery 23 driver side 12V 70AH	60	
5	Energizer	Battery Energizer LH 12V 70AH		Alternate to Varta Battery
6	Energizer	Battery Energizer RH 12V 70AH		Alternate to Varta Battery
7	Odyssey	Battery ECM 12V 45AH UK PC1200 MJT	50	
8	Lockly Power	Battery ECM 12V 45AH		Alternate to Odyssey Battery
9		12v 42AmpGel Battery		
10		12v 74Amp Battery – 680A		
11		12v 74Amp Battery – 680A		

III. KEY PERFORMANCE INDICATORS

- 3.1. A monthly assessment on the performance of the Contractor against the different segments of the Balance Scorecard shall be conducted by the Authority as preventative action to ensure that the Key Performance Indicators are met. Each Key Performance Indicator will be measured in accordance with the criteria specified in the Balance Scorecard.
- 3.2. Key performance indicator to be used in the contract shall be as follows:

Segments of Performance	Ref	Indicator	Target	
Compliance	KPI 1	Order must be delivered as per agreed specifications without errors or missing items.	● Target	Pass - No errors or violations
			●	Fail - One or more errors or violations
Timeliness of Delivery	KPI 2	In period of 3-5 days upon order placement for in stock items, and 10 days for not in-stock items, the contractor should deliver the batteries with delivery note and other appropriate documentation	● Target	2 - No violations
			●	1 - up to two violations

				0 - more than three violations
Returned Goods	KPI 3	Contractor replaces, repairs or reinstates goods with defect/s within such time agreed with the Authority.	 Target	Pass - No errors or violations
				Fail - One or more errors or violations
Delivery	KPI 4	The goods are delivered to British Embassy Baghdad premises by authorised personnel.	 Target	Pass - No errors or violations
				Fail - One or more errors or violations
Billing	KPI 5	Zero-Error or no discrepancy between invoices and attachments	 Target	Pass - No errors or violations
				Fail - One or more errors or violations
Service Quality and Responsiveness	KPI 6	Supplier responds to inquiries and requests within a 24-hour timeframe on business days.	 Target	2 - No violations
				1 - up to two violations
				0 - more than three violations

SUPPLIER CODE OF CONDUCT**ANNEX 4****1. What we expect from our Suppliers**

- 1.1 The Government Supplier Code of Conduct ("the Code") sets out the standards and behaviours expected of suppliers who work with government.
- 1.2 The FCDO (henceforth known as "the Authority") expects its Suppliers and its Suppliers' Subcontractors to meet the standards set out in the Code. In addition, The FCDO expects its suppliers and its suppliers' subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Supplier and the Suppliers' Subcontractors shall comply with such corporate social responsibility requirements as the Authority may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 Without prejudice to the generality of its rights and obligations under each Contract, the Supplier shall support the Authority in fulfilling its public sector equality duty under S149 of the Equality Act 2010 by ensuring, so far as reasonably practicable, that it (the Supplier) fulfils its obligations under each Contract in way that has due regard to the need to:
 - 2.1.1 Eliminate discrimination, harassment or victimisation and any other conducted that is prohibited under the 2010 Act; and
 - 2.1.2 Advance equality of opportunity and foster good relations between those who share a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online [here](#) or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 Shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
 - 3.1.2 Shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
 - 3.1.3 Warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 Warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 Shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the World.
 - 3.1.6 Shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 Shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

- 3.1.8 Shall prepare and deliver to the FCDO at the commencement of each Contract and updated on a frequency defined by the Authority, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
- 3.1.9 Shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use, or allow its Subcontractors to use, child or slave labour;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Authority and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 Ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 Ensure that all workers are provided with written and understandable information about their terms and conditions of employment, and in particular in respect of wages, before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 Not make deductions from wages as a disciplinary measure except
 - (a) Where permitted by law; and
 - (b) Upon express permission of the worker concerned.
- 4.1.4 Record all disciplinary measures taken against Supplier Staff throughout the term of each contract; and
- 4.1.5 Ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 Ensure that the working hours of Supplier staff comply with national laws, and any collective agreements;
- 5.1.2 Ensure that the working hours of Supplier staff, excluding overtime, are defined by contract, and do not exceed 48 hours per week unless the individual has lawfully agreed so in writing;
- 5.1.3 Ensure that overtime is used responsibly, taking into account:
 - (a) The extent;
 - (b) Frequency; and
 - (c) Hours worked

By reference to individuals and the Supplier staff as a whole;

- 5.2 The total hours worked by an individual in any seven-day period shall not exceed 60 hours, unless the criteria set out in paragraph 5.3 are satisfied.
- 5.3 Working hours may exceed 60 hours in any seven-day period only where all of the following are met:
- 5.3.1 This is allowed by national law;
 - 5.3.2 This is expressly authorised by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 Appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 The employer can demonstrate that exceptional circumstances apply.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables.