



DEVON &
SOMERSET
FIRE & RESCUE SERVICE

Schedule 4 Framework Terms and Conditions

NFCC Emergency Response Vehicle
Framework

DS478-24

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BACKGROUND

- A) The Authority placed a Tender Notice 2025/S 000-054486 on 8th September 2025 on the Find a Tender website seeking expressions of interest from potential suppliers of UK Fire and Rescue Emergency Response Vehicles to enter into an Open Framework for their supply to Contracting Authorities.
- B) On 9th September 2026 the Authority issued an Invitation to Tender for the provision of UK Fire and Rescue Emergency Response Vehicles.
- C) The Supplier represented to the Authority that is capable of delivering the Goods and associated Services in accordance with the Invitation to Tender.
- D) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a Framework (against the Lots detailed below) to provide Goods and associated Services to Contracting Authorities who place from time to time on a call-off basis in accordance with this Framework.
- E) The Supplier is awarded a place on the Framework against the following Lots:
 - Lot 1 – Pumping Appliances
 - Lot 2 – Aerial Appliances
 - Lot 3a – Small Special Vehicles
 - Lot 3b – Medium Special Vehicles
 - Lot 3c – Large Special Vehicles
 - Lot 4 – Vehicle Disposal
- F) This Framework sets out the procedure for ordering Goods and associated Services, the main terms and conditions for the provision of Goods and associated Services and the obligations of the Supplier under this Framework.
- G) It is the Parties' intention that Contracting Authorities have no obligation to place Orders with the Supplier under this Framework or at all.
- H) The Supplier acknowledges receipt of the sum of £1 from the Authority, if demanded, paid in consideration of the Parties entering into this Framework.

Definitions and interpretation

The definitions and rules of interpretation in this clause apply in this Framework.

In this Framework unless the context otherwise requires the following provisions shall have the meanings given to them below:

Appendix: means any appendix to this Framework.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 111.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 30 (Notices).

Authority: means Devon and Somerset Fire and Rescue Authority.

Award Criteria: means the Direct Award Criteria and/or the Further Competition Award Criteria as the context requires.

BCDR Plan: has the meaning given to it in Clause 19;

Call-off Contract: means a legally binding agreement (made pursuant to the provisions of this Framework) for the provision of Goods and associated Services made between a Contracting Authority and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.1);

Call-off Terms and Conditions: means the terms and conditions in **Error! Reference source not found.4.**

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Charges: the prices (exclusive of any applicable VAT), payable to the Supplier by the Contracting Authority under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract;

Commencement Date: means 1st April 2026.

Complaint: means any formal complaint raised by any Contracting Authority in relation to the Supplier's performance under the Framework or under any Contract in accordance with clause 20 (Dispute resolution).

Conflict of Interest: a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Staff and the duties owed to the Authority under the Framework, in the reasonable opinion of the Authority;

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and Contracting Authorities, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this Framework, the terms of this Framework and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.

Contract Notice: means the contract award notice 2026/S 000-022254 published on 12th March published in the UK e-notification service.

Contract Year: any twelve (12) month period starting on the Commencement Date and on each anniversary of the Commencement Date.

Contracting Authority: means the Authority and any other contracting authority (as defined in section 2 of the Procurement Act 2023) described in the Contract Notice.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Debarment List: the list of suppliers referred to in section 62 of the Procurement Act 2023.

Default: means any breach of the obligations of the relevant Party under a Call-off Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Call-off Contract and in respect of which such Party is liable to the other.

Default Interest Rate: means 4% (four per cent) a year above the Bank of England's base rate from time to time, but at 4% (four per cent) a year for any period when that base rate is below 0% (zero per cent).

Disaster: means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for two (2) months (for the purposes of this definition the "Disaster Period");

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Environmental Information Regulations (EIRs): mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIRs) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Expiry Date: means 31st March 2034 subject to the Open Framework re-opening process.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework: means this Framework and all Schedules to this Framework as varied from time to time.

Framework Owner: means the owners of the Framework who will manage the framework.

Framework Suppliers: means the Supplier and other suppliers appointed as Framework Suppliers under this Framework.

Framework Variation Procedure: means the procedure set out in Section A of this document alongside Appendix 3 within Annex A for the Variation template.

Fraud: means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework or defrauding or attempting to defraud or conspiring to defraud the Authority or any Contracting Bodies;

Further Competition Award Criteria: means the award criteria to be applied to Supplemental Tenders received through further competitions held for the award of Call-Off Contracts as set out in the Order Form and any associated documentation referenced.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or Authority engaged in a similar type of undertaking under the same or similar circumstances;

Goods: means goods made available by the Supplier as specified in Framework Statement of Requirements (Technical - Appendix 2a, Standards – Appendix 2b and Non-Technical – Appendix 2c) and in relation to a Call-Off Contract as specified in the Order Form;

Guarantee: means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Framework or any guarantee acceptable to the Authority.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Procurement Act.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks and service mark, business names and domain names, rights in get-up, goodwill and

the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invitation To Tender: means the Authority's invitation to Suppliers for formal offers to supply it with the Goods and Services. The Invitation To Tender shall be incorporated into and form part of this Framework.

Key Performance Indicators: means the key performance indicators identified in Appendix 1 of Schedule 1 against which the performance of the Framework will be measured and monitored.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods and associated Services or with which the Supplier is bound to comply.

Lots: means the Goods and associated Services divided into lots as referred to in the Contract Notice and set out in **Error! Reference source not found.**

Management Information: means the management information specified in **Error! Reference source not found.**

Month: means a calendar month.

Order: means an order for Goods and associated Services sent by any Contracting Authority to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in **Error! Reference source not found.** or as otherwise agreed in accordance with clause 4.66.

Other Contracting Bodies: means all Contracting Authorities except the Authority.

Parent Company: means any company which is the ultimate Holding Company of the Supplier, and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Procurement Act: the Procurement Act 2023.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework;

- c) committing any offence:
 - i) under the Bribery Act 2010;
 - ii) under legislation creating offences concerning fraudulent acts relating to this Framework or any other contract with the Authority;
 - iii) at common law concerning fraudulent acts relating to this Framework or any other contract with the Authority; or
 - iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
 - v) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

PSQ Response: means the response to the procurement selection questionnaire submitted by the Supplier to the Authority on 5th December 2025.

Real Living Wage: means the UK Real Living Wage as determined and amended from time to time by the Living Wage Foundation;

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and Fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means those associated services made available by the Supplier as specified in Framework Statement of Requirements (Technical - Appendix 2a, Standards – Appendix 2b and Non-Technical – Appendix 2c) and in relation to a Call-Off Contract as specified in the Order Form.

Schedule: means a schedule attached to, and forming part of this Framework.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework or Call-off Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Goods and associated Services from that third party.

Subcontractor: the contractors or providers that enter into a Subcontract with the Supplier.

Supervising Officer: means the officer from time to time appointed by the Authority to supervise this Framework on its behalf as notified to the Supplier as detailed in the Service Level Schedule in Schedule 1;

Supplemental Tender: means the documents submitted to a Contracting Authority in response to the Contracting Authorities invitation to Framework Suppliers for formal offers to supply it with Goods and associated Services.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework as set out in the Background section within this document.

Supplier Personnel: means all employees, staff, other workers, agents and consultants of the Supplier and of any Subcontractors who are engaged in the provision of the Goods and associated Services from time to time.

Tender: means the tender submitted by the Supplier to the Authority on 5th December 2025.

Term: means the period commencing on the Commencement Date and ending on the Expiry Date or on earlier termination of this Framework.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Variation: has the meaning given to it in clause 24 (Variation).

VAT: means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

Working Day: means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.1 The interpretation and construction of this Framework shall all be subject to the following provisions:
- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - b) words importing the masculine include the feminine and the neuter;
 - c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
 - d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
 - e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - f) unless expressly provided otherwise in this Framework, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
 - g) headings are included in this Framework for ease of reference only and shall not affect the interpretation or construction of this Framework;

- h) the Schedules form part of this Framework and shall have effect as if set out in full in the body of this Framework and any reference to this Framework shall include the Schedules;
- i) references in this Framework to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework so numbered;
- j) references in this Framework to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework so numbered; and
- k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- l) reference to writing or written excludes fax but not email;
- m) any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. Term of Framework

- 2.1 The Framework shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. Scope of Framework

- 3.1 This Framework governs the relationship between the Authority and the Supplier in respect of the provision of Goods and associated Services by the Supplier to Contracting Authorities.
- 3.2 The Authority appoints the Supplier as a Framework Supplier of the Goods and associated Services and the Supplier shall be eligible to receive Orders for such Goods and associated Services from Contracting Authorities during the Term.
- 3.3 Contracting Authorities may at their absolute discretion and from time to time order Goods and associated Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term.
- 3.4 The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Goods and associated Services pursuant to this Framework provided that they comply at all times with the Procurement Act and the ordering procedure in **Error!**

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- 3.5 If and to the extent that any Goods and associated Services under this Framework are required each and every Contracting Authority shall:
- a) enter into a contract with the Supplier for these Goods and associated Services materially in accordance with the terms of the Call-off Contract; and
 - b) comply with the ordering procedure in clause 4.
- 3.6 The Supplier acknowledges that, in entering this Framework, no form of exclusivity or volume guarantee has been granted by the Contracting Authority for the Goods and associated Services and that the Contracting Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and associated Services.
- 3.7 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Goods and associated Services provided by the Supplier to any Other Contracting Body.
- 3.8 The Supplier acknowledges that where a Further Competition Award Criteria is undertaken there is no obligation for the Contracting Authority to proceed in placing an Order.

4. Award procedures

- 4.1 If a Contracting Authority decides to source Goods and associated Services through the Framework, then it may satisfy its requirements by awarding a Call-off Contract following a further competition conducted in accordance with the requirements of clause 4.2.

Awards following further competition

- 4.2 Any Contracting Authority ordering Goods and associated Services under the Framework shall:
- a) identify the relevant Lot(s) that its requirements fall into;
 - b) identify the Framework Suppliers capable of performing the Call-off Contract for the Contracting Authorities requirements;
 - c) supplement and refine the Call-off Terms only to the extent permitted by and in accordance with the requirements of the Procurement Act and Guidance;

- d) invite Tenders by conducting a further competition for its requirements in accordance with the Procurement Act and Guidance and in particular:
 - i) consult in writing the Framework Suppliers capable of performing the Call-off Contract for the Contracting Authorities requirements and invite them within a specified time limit to submit a Supplemental Tender;
 - ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Call-off Contract and the time needed to submit Tenders; and
 - iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
- e) apply the Further Competition Award Criteria to any compliant Supplemental Tenders submitted through the further competition; and
- f) subject to clause 4.3 place an Order with the successful Framework Supplier.

4.3 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a further competition held pursuant to this clause 4 shall remain open for acceptance for thirty (30) days (or such other period specified in the Invitation To Tender issued by the relevant Contracting Authority in accordance with this clause 4).

4.4 Notwithstanding the fact that the Contracting Authority has followed the procedure set out above, the Contracting Authority may cancel, postpone, delay or end the procedure without placing an Order for Goods and associated Services or awarding a Call-off Contract. Nothing in this Framework shall oblige any Contracting Authority to place any Order.

Responsibility for awards

4.5 The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call-off Contracts under the Framework and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- a) the conduct of Other Contracting Bodies in relation to the Framework; or
- b) the performance or non-performance of any Call-off Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework.

Ordering Procedure

- 4.6 Subject to **Error! Bookmark not defined.Error! Reference source not found.** to clause 4.54, each Contracting Authority may place an Order with the Supplier by serving an Call-Off Order Form (Appendix 6) in writing in accordance with the Ordering Procedure set out in Appendix 7 (Call-Off Procedure).

Accepting and declining Orders

- 4.7 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Contracting Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed two (2) Working Days) acknowledge receipt of the Order and either:
- a) notify the Contracting Authority in writing and with detailed reasons that it is unable to fulfil the Order; or
 - b) notify the relevant Contracting Authority that it is able to fulfil the Order by signing and returning the Order Form.
- 4.8 If the Supplier:
- a) notifies the Contracting Authority that it is unable to fulfil an Order; or
 - b) the time limit referred to in clause 4.7 has expired;
- then the Order shall lapse and the relevant Contracting Authority may (at its absolute discretion) then send that Order to another Framework Supplier in accordance with the procedure set out in **Error! Bookmark not defined.Error! Reference source not found.**
- 4.9 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Contracting Authority may either:
- a) reissue the Order incorporating the modifications or conditions; or
 - b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.8 shall apply.
- 4.10 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Contracting Authority. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Contracting Authority. The Contracting Authority shall signal its acceptance of the Supplier's offer and the formation of a Call-off Contract by counter-signing the Order Form.

5. Contract performance and precedence of documents

5.1 The Supplier shall perform all Call-off Contracts entered into with a Contracting Authority in accordance with:

- a) the requirements of this Framework; and
- b) the terms and conditions of the respective Call-off Contracts; and
- c) Good Industry Practice; and
- d) appropriately experienced, qualified and trained personnel with all due skill, care and diligence; and
- e) in compliance with all applicable laws.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework and the terms and conditions of a Call-off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- a) the clauses of the Call-off Contract;
- b) the Order Form except the Supplier's Tender and any Supplemental Tender to the Order Form;
- c) the terms of the Framework, the Schedules to the Framework and the appendices to the Order Form, except the Supplier's Tender any Supplemental Tender;
- d) any other document referred to in the clauses of the Call-off Contract; and
- e) the Supplier's Tender and any supplemental Tender to the Order Form.

5.3 The Contract Management and KPIs is detailed in Schedule 5.

6. Price and Rebate

6.1 The Framework will not hold any prices.

6.2 The Contracting Authorities will obtain prices for their Goods and associated Services via their Further Competition. If a Contracting Authority enters into a Call-Off Contract with a Supplier for the provision of Goods and associated services under this Framework, the Supplier shall pay the Framework Owners a rebate of 0.1%.

- 6.3 Any variation to the price payable under a Call-Off Contract must be agreed between the Supplier and the relevant Contracting Authority and implemented in accordance with the provisions applicable to the Call-Off Contract.
- 6.4 The Framework Owner will request Management Information (in the form of a Key Performance Indicators report) from each Supplier in accordance with clause 9 (Reporting and meetings), which will inform the Framework Owners of the rebates outstanding.
- 6.5 The Framework Owners will invoice the Suppliers upon receipt of the Management Information (in the form of a Key Performance Indicators report) and the Suppliers shall pay the Framework Owners within thirty (30) days of the date on the invoice in accordance with such payment arrangements.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. Warranties and representations

- 7.1 The Supplier warrants and represents to the Authority and to each of the Other Contracting Bodies that:
- a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework;
 - b) this Framework is executed by a duly Authorised Representative of the Supplier;
 - c) in entering into this Framework or any Call-off Contract, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not committed any Prohibited Act;
 - d) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been, nor are, subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or Regulatory Body regarding any Prohibited Act or alleged Prohibited Act;
 - e) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been, nor are, listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
 - f) as at the Commencement Date, all information, statements and representations contained in the Tender and the PSQ Response are true, accurate and not misleading

- save as may have been specifically disclosed in writing to the Authority before the execution of this Framework and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework and any Call-off Contract which may be entered into with the Authority or Other Contracting Bodies;
 - h) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework and any Call-off Contract which may be entered into with the Authority or Other Contracting Bodies; and
 - i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - j) in the three (3) years prior to the date of this Framework:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under this Framework; and
 - (iv) it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made in respect of this Framework.
 - k) it shall promptly notify the Authority in writing if, during the Term:
 - i) the Supplier, the Supplier's Connected Persons and/or any Subcontractor is placed on the Debarment List;

- ii) a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons and/or any Subcontractor; and
 - l) it shall promptly notify the Authority in writing within five (5) Working Days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.
- 7.2 The Supplier warrants and represents to each of the Other Contracting Bodies the statements in Clause 7.1 above.
- 7.3 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. Pre-requisites

- 8.1 The Supplier shall be responsible for its own, or has obtained or is able to obtain. all valid licences for all Intellectual Property Rights that are necessary, including authorisations, consents or permits required in relation to the performance of this Framework and any Call-off Contract.

Supplier's information obligations

9. Conflict of Interest

- 9.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of the Framework or any Call-Off Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 9.2 The Authority reserves the right to terminate this Framework immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework or any Call-Off Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- 9.3 This clause shall apply during the Term and for a period of five (5) years after expiry of the Framework.

10. Reporting and meetings

- 10.1 The Supplier shall submit Management Information to the Authority in the form set out in **Error! Reference source not found.** (Key Performance Indicator Report).
- 10.2 The Authorised Representatives shall meet in accordance with the details set out in **Error! Reference source not found.** and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 10.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.
- 10.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

11. Records and audit access

- 11.1 The Supplier shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Framework (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework including the Goods and associated Services provided under it, the Call-off Contracts entered into with Contracting Authorities and the amounts paid by each Contracting Authority.
- 11.2 The Supplier shall keep the records and accounts referred to in clause 11.1 above in accordance with good accountancy practice.
- 11.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 11.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six (6) years after expiry of the Term to the Authority (or relevant Contracting Authority) and the Auditor.
- 11.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and associated Services pursuant to the Call-off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 11.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

- a) all information requested by the Auditor within the scope of the Audit;
 - b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Goods and associated Services; and
 - c) access to the Staff.
- 11.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 11, unless the Audit reveals a Default or a material breach of the Framework by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

12. Confidentiality

- 12.1 Subject to clause 12.2, the Parties shall keep confidential all matters relating to this Framework and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, Subcontractors or advisers from making any disclosure to any person of any matters relating thereto.
- 12.2 Clause 12.1 shall not apply to any disclosure of information:
- a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving Party on a non-confidential basis before disclosure;
 - b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework;
 - c) that is reasonably required by Other Contracting Bodies;
 - d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 12.1 (Confidentiality);
 - e) by the Authority of any document to which it is a party and which the Parties to this Framework have agreed contains no Confidential Information;
 - f) to enable a determination to be made under clause 21;

- g) which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information;
 - h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
 - i) by the Authority relating to this Framework and in respect of which the Supplier has given its prior written consent to disclosure.
- 12.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework.
- 13. Data Protection**
- 13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 (Data Protection) is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 13.2 Where a Party ("**Receiving Party**") receives from the other Party ("**Delivering Party**") Personal Data in connection with this Framework the Delivering Party will be the Controller of that Personal Data and the Receiving Party will be the Processor.
- 13.3 The Receiving Party shall process the Personal Data provided to it in accordance with the written instructions of the Delivering Party (in the form set out at Appendix 3 within Annex B1 to this Framework which sets out the scope, nature and purpose of processing by the Receiving Party, the duration of the processing and the types of Personal Data and categories of Data Subject), unless the Receiving Party is required, or permitted, by Data Protection Legislation (or other laws) to otherwise process that Personal Data. The Receiving Party shall immediately inform the Delivering Party if any instruction relating to the Personal Data infringes or may infringe the Data Protection Legislation and shall retain records of all instructions relating to the Personal Data received from the Delivering Party.
- 13.4 Without prejudice to the generality of Clause 13.1, the Parties will ensure that all necessary appropriate consents and notices are in place to enable lawful transfer of Personal Data.
- 13.5 Without prejudice to the generality of Clause 13.1 each Party shall, in relation to any Personal Data:

- 13.5.1 at all times implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access;
 - 13.5.2 not transfer any Personal Data outside of the UK unless the prior written consent of the Delivering Party has been obtained and the following conditions are fulfilled:
 - a) appropriate safeguards in relation to the transfer are provided;
 - b) the Data Subject has enforceable rights and effective remedies;
 - c) compliance with obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) compliance with the reasonable instructions notified by the Delivering Party with respect to the processing of the Personal Data.
 - 13.5.3 notify the Delivering Party immediately if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data;
 - b) a request to rectify, block or erase any Personal Data;
 - c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner)
 - 13.5.4 assist in responding to any request from a Data Subject and in ensuring compliance with obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.5.5 notify the Delivering Party without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Framework;
 - 13.5.6 at the written direction of the Delivering Party, delete or return Personal Data and copies thereof to the Delivering Party on termination or expiry of the Framework unless required by Domestic Law to store the Personal Data.
- 13.6 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13 (Data Protection) and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 11 (Records and audit access) and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 13.7 The Supplier shall indemnify the Authority against any losses, damages, costs or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 13 (Data Protection).
- 13.8 Where the Supplier intends to engage a Subcontractor pursuant to clause 23 (Subcontracting assignment) and intends for that Subcontractor to process any Personal Data relating to this Framework, it shall:
- a) notify the Authority in writing of the intended processing by the Subcontractor;
 - b) obtain prior written consent from the Authority to the processing;
 - c) ensure that any Subcontract imposes obligations on the Subcontractor to give effect to the terms set out in this clause 13 (Data Protection).
- 13.9 The Authority may, at any time on not less than thirty (30) Working Days' written notice to the Supplier, revise this clause 13 (Data Protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework).
- 13.10 The provisions of this clause shall apply during the continuance of this Framework and indefinitely after its expiry or termination.

14. Freedom of information

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the Procurement Act, the FOIA and the EIRs. The Supplier shall:
- a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the Procurement Act, FOIA and EIRs;
 - b) transfer to the Authority all Requests for Information relating to this Framework that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

14.2 The Supplier acknowledges that the Authority may be required under the Procurement Act, FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the Procurement Act, FOIA and the EIRs.

15. Publicity

15.1 Without prejudice to the Authority's obligations under the FOIA, and unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework in any way without the Authority's prior written consent.

15.2 The Supplier shall take reasonable steps to ensure that their servants, employees, agents, Subcontractors, suppliers, professional advisors and consultants comply with Clause 15.1.

15.3 The Authority shall be entitled to publicise this Framework in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework by the Auditor.

15.4 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. Guarantee

16.1 On the Authority's request, and before the Commencement Date, the Supplier shall procure that the Guarantor shall execute and deliver to the Authority, and, if required, or the relevant Other Contracting Body, the Guarantee.

FRAMEWORK TERMINATION AND SUSPENSION

17. Termination

17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework with immediate effect or by serving written notice on the Supplier with effect from the date specified in such notice if one or more of the following circumstances occurs or exists:

- a) if the Supplier is in material breach of this Framework, which is irremediable;

- b) where the Supplier commits a material breach capable of remedy and the Supplier has not remedied the material breach to the satisfaction of the Authority within ten (10) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
- c) where any Contracting Authority terminates a Call-off Contract awarded to the Supplier under this Framework as a consequence of a Default by the Supplier;
- d) where any warranty given in clause 7 (Warranties and representations) of this Framework is found to be untrue or misleading;
- e) if any of the provisions of section 78(2) of the Procurement Act 2023 apply.

17.2 For the purposes of clause 17.1a) and (b), a **material breach** means:

- a) a breach of any of the obligations set out in clauses 17.1a) to 17.1c); or
- b) a breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied) that has or have a serious effect on the benefit the terminating Party would otherwise derive from this Framework over agreed period during its term as set out in Schedule 5.

17.3 The Authority may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

- a) set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;
- b) invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
- c) specify the means by which, and the time by which, such representations must be made; or
- d) insofar as it states the Authority's intention to terminate by reference to the status of a Subcontractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

17.4 On expiry of the time for the Supplier to make representations under clause 17.3, if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.

Termination on insolvency and Change of Control

17.5 Without affecting any other right or remedy available to it, the Authority may terminate this Framework with immediate effect by giving written notice to the Supplier if:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) [other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;

- h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) days;
- i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.5a) to clause 17.5h) (inclusive); or
- j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.6 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework by giving notice in writing to the Supplier with immediate effect within six (6) Months of:

- a) being notified that a Change of Control has occurred; or
- b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

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

Termination by Authority for convenience

17.7 The Authority shall have the right to terminate this Framework, or to terminate the provision of any part of the Framework at any time by giving three (3) Months' written notice to the Supplier.

18. Suspension of Supplier's appointment

18.1 Without prejudice to the Authority's rights to terminate the Framework in clause 17, if a right to terminate this Framework arises in accordance with clause 177, the Authority may suspend the Supplier's right to receive Orders from Contracting Authorities in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 187 (Termination), the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

19. Consequences of termination and expiry

- 19.1 Notwithstanding the service of a notice to terminate the Framework, the Supplier shall continue to fulfil its obligations under the Framework until the date of expiry or termination of the Framework or such other date as required under this clause 19.
- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework shall not operate as a notice to terminate any Call-off Contract made under the Framework. Termination or expiry of the Framework shall not cause any Call-off Contracts to terminate automatically. For the avoidance of doubt, all Call-off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

Business Continuity and Disaster Recovery

- 19.3 At least ten (10) Working Days prior to the commencement of the Framework the Supplier shall prepare and deliver to the Contracting Authority for the Contracting Authority's written approval a Business Continuity and Disaster Recovery Plan (BCDR Plan), which shall include:
- (a) details of how the Supplier will implement the BCDR Plan;
 - (b) details of how the BCDR Plan inter-operates with any other disaster recovery and business continuity plan of the Authority (as notified by the Authority from time to time);
 - (c) details as to how the invocation of any element of the BCDR Plan may impact on the delivery or operation of the Goods and/or associated Services and a full analysis of the risks to the operation of the associated Services; and
 - (d) identification of all reasonably possible failures of or disruptions to the Goods and/or associated Services.
- 19.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the dispute resolution procedure Clause 21.
- 19.5 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or associated Services and the business operations supported by the provision of Goods and/or associated Services.

- 19.6 The Supplier shall not be entitled to any relief from its obligations under the KPIs or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Framework.

Business Continuity

- 19.7 The BCDR Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Goods and/or associated Services remain supported and to ensure continuity of the business operations including:
- (a) the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or associated Services; and
 - (b) the steps to be taken by the Supplier upon resumption of the provision of Goods and/or associated Services in order to address the effect of the failure or disruption.
- 19.8 The BCDR Plan shall:
- (a) address the various possible levels of failures of or disruptions to the provision of Goods and/or associated Services;
 - (b) set out the goods and/or associated services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Goods and/or associated Services;
 - (c) specify any applicable KPIs with respect to the provision of the business continuity Services and details of any agreed relaxation to the KPIs in respect of the provision of other Goods and/or associated Services during any period of invocation of the BCDR Plan; and
 - (d) set out the circumstances in which the BCDR Plan is invoked.

Disaster Recovery

- 19.9 The BCDR Plan shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Contracting Authority following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 19.10 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- (a) loss of access to the Contracting Authority Premises;
 - (b) loss of utilities to the Contracting Authority Premises;
 - (c) loss of the Supplier's helpdesk;

- (d) loss of a Subcontractor;
- (e) emergency notification and escalation process;
- (f) contact lists;
- (g) staff training and awareness;
- (h) BCDR Plan testing;
- (i) post implementation review process;
- (j) any applicable KPI with respect to the provision of the disaster recovery services and details of any agreed relaxation to the KPIs in respect of the provision of other Goods and/or associated Services during any period of invocation of the BCDR Plan;
- (k) details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the BCDR Plan is invoked;
- (l) access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Clause; and
- (m) testing and management arrangements.

Review and changing the BCDR Plan

19.11 The Supplier shall review the BCDR Plan:

- (a) on a regular basis and as a minimum once every twelve (12) Months;
- (b) within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Clause 19.18; and
- (c) where the Contracting Authority requests in writing any additional reviews (over and above those provided for in Clauses 19.12 and 19.13) whereupon the Supplier shall conduct such reviews in accordance with the Contracting Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Contracting Authority for the Contracting Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Contracting Authority except that the Supplier shall not be entitled to charge the Contracting Authority for any costs that it may incur above any estimate without the Contracting Authority's prior written approval.

19.12 Each review of the BCDR Plan pursuant to Clause 19.11 shall assess its suitability having regard to any change to the Goods and/or associated Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or

the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Contracting Authority shall reasonably require.

- 19.13 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Contracting Authority a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 19.14 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the dispute resolution procedure at Clause 21.
- 19.15 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods and/or associated Services.

Testing the BCDR Plan

- 19.16 The Supplier shall test the BCDR Plan:
- (a) regularly and in any event not less than once in every Contract Year;
 - (b) in the event of any major reconfiguration of the Goods and/or associated Services;
 - (c) at any time where the Contracting Authority considers it necessary (acting in its sole discretion).

Invoking the BCDR Plan

- 19.17 In the event of a complete loss of Goods and/or associated Services or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Contracting Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Contracting Authority.

Circumstances beyond the Supplier's control

- 19.18 The Supplier shall not be entitled to relief under Clause 62 of the Call-Off Contract (Force Majeure) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under Clauses 19.3 to 19.18.

- 19.19 Within ten (10) Working Days of the date of termination or expiry of the Framework, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority may offer to reimburse the Supplier's reasonable data conversion expenses only where the Framework expires or where termination is pursuant to clause 17.7 of this Framework), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 19.20 Termination or expiry of this Framework shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework before termination or expiry.
- 19.21 The provisions of clause 7 (Warranties and representations), clause 111 (Records and audit process), clause 12 (Confidentiality), clause 13 (Data protection), clause 155 (Publicity), clause 198 (Suspension of Supplier's appointment), clause 221 (Dispute resolution), and clause 32 (Notices) shall remain in full force and effect and survive the termination or expiry of the Framework, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. Complaints handling and resolution

- 20.1 The Supplier shall:
- a) notify the Authority of any Complaint made by Other Contracting Bodies within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint;
 - b) within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken for its resolution.
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework or a Call-off Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework or a Call-off Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this Framework or the performance, validity or enforceability of it (Dispute) then the Parties shall follow the procedure set out in this clause:
- a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;
 - b) if the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within thirty (30) Working Days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it;
 - c) if the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within thirty (30) Working Days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within ten (10) Working Days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (**ADR Notice**) to the other Party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR; and
 - d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the Parties cannot agree within ten (10) Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the Parties having consulted with them; and
 - e) unless otherwise agreed between the Parties, the mediation will start not later than ten (10) Working Days after the date of the ADR notice.
- 21.2 No Party may commence any court proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

21.3 If for any reason the Dispute is not resolved within sixty (60) Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 3237.

22. Prevention of bribery

22.1 The Supplier shall (and shall procure that the Staff, Subcontractor(s) and Supplier Personnel shall):

- a) not, in connection with this Framework and any Call-off Contract made under it, commit a Prohibited Act;
- b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b) or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage.

22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework and any Call-off Contract made under it and the steps taken to comply with its obligations under clause 22.1.

22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 11.

22.4 If the Supplier, the Staff, Subcontractor(s) or Supplier Personnel breaches this clause 22, the Authority (or Other Contracting Bodies) may by notice:

- a) require the Supplier to remove from performance of this Framework and any Call-off Contract made under it any Staff, Subcontractor(s) or Supplier Personnel whose acts or omissions have caused the breach; or
- b) immediately terminate this Framework and any Call-off Contract made under it.

22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority (or Other Contracting Bodies) have elected

to take (including, where relevant, the date on which this Framework and any Call-off Contract made under it shall terminate).

22.6 Despite clause 21, any dispute relating to:

- a) the interpretation of this clause 22; or
- b) the amount or value of any gift, consideration or commission, shall be determined by the Authority and its decision shall be final binding and conclusive.

22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Contracting Authority.

23. Subcontracting and assignment

23.1 Subject to clause 23.2 neither Party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework without the prior written consent of the other Party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework except with the express prior written consent of the Authority.

23.2 The Authority shall be entitled to novate the Framework to any other body which substantially performs any of the functions that previously had been performed by the Authority.

23.3 For the avoidance of doubt, the Authority shall not consent to any proposed Subcontract if the Subcontractor (or any Connected Person of the Subcontractor) is on the Debarment List for a mandatory exclusion ground.

24. Variations to Framework

24.1 Any Variations to the Framework must be made only in accordance with the Framework Variation Procedure set out in Section A of this document alongside 0 for the Variation template.

25. Third party rights

25.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework.

25.2 The rights of the Parties to rescind or vary this Framework are not subject to the consent of any other person.

26. Severance

- 26.1 If any provision or part-provision of this Framework is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Framework.
- 26.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Framework is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Rights and remedies

- 27.1 Except as may be expressly provided in this Framework, the rights and remedies provided under this Framework are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Default Interest Rate

- 28.1 Subject to any express provision of this Framework to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Framework, to receive interest at the Default Interest Rate on any amount due and payable in accordance with this Framework and not paid with effect from the day after the date on which payment was due up to and including the date of payment, whether before or after judgment.

29. Waiver

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

30. Real Living Wage

- 30.1 Any Staff employed by the Supplier or its Subcontractors in connection with the performance of its obligations under this Framework will be paid no less than the Real Living Wage.

31. Entire agreement

- 31.1 This Framework, the Schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 31.2 Each Party acknowledges that in entering into this Framework it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework.
- 31.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Framework.
- 31.4 Nothing in this clause shall limit or exclude any liability for fraud.

32. Notices

- 32.1 A notice given to a Party under or in connection with this Framework shall be in writing and sent to the Party at the address or email address given in this Framework or as otherwise notified in writing to the other Party.
- 32.2 This clause 32.2 sets out the delivery methods for sending a notice to a Party under this Framework and, for each delivery method, the date and time when the notice is deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the address;
 - b) if sent by pre-paid first class post or other next Working Day delivery service providing proof of delivery, at 9.00am on the second (2nd) Working Day after posting; or
 - c) if sent by email, on receipt of a read receipt email, provided always that:
 - (i) confirmation is sent in accordance with clause 32.2(a) or clause 32.2(b) above on the date of transmission of the email; and
 - (ii) no automatically generated out of office, bounce-back, message failure or similar notification has been received by the sender.
- 32.3 If deemed receipt under clause 32.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 32.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 32.5 For the purposes of clause 32.1, the address of each Party are included within Schedule 3 (Framework Award Form).
- 32.6 Either Party may change its address for service by serving a notice in accordance with this clause.

33. Compliance with Anti-Slavery and Human Trafficking Laws

- 33.1 In performing its obligations under the Framework, the Supplier shall:
- 33.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015;
 - 33.1.2 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 33;
 - 33.1.3 notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework;
 - 33.1.4 maintain a complete set of records to trace the supply chain of all Goods and associated Services provided to the Authority in connection with this Framework and permit the Authority and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's Staff to audit the Supplier's compliance with its obligations under this clause 33.
- 33.2 The Supplier represents and warrants that at the date of this Framework it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 33.3 The Authority may terminate the Framework with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 33.

34. Equality and Diversity

- 34.1 The Supplier shall:
- 34.1.1 perform its obligations under this Framework (including those in relation to the associated Services) in accordance with:

- (a) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (b) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
- (c) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

34.1.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

35. Liability, Indemnity and Insurance

35.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence; or
- (b) Fraud; or
- (c) fraudulent misrepresentation; or
- (d) any breach of any obligations as to title implied by section 12 the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.

35.2 Subject to clauses 35.3 and 35.4, the Supplier shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Goods and associated Services or the performance or non-performance by the Supplier of its obligations under this Framework or the presence of the Supplier or any Staff on the Contracting Authority's Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.

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

35.4 Subject always to clause 35.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill; and/or
- (b) loss of savings (whether anticipated or otherwise); and/or

- (c) indirect or consequential loss or damage.
- 35.5 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 35.6 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Framework, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Framework and all subsequent Call-off Contracts.
- 35.7 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 35.8 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 35.9 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Framework the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 35.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Framework. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in clause 35.2.
- 35.11 The Supplier shall effect and maintain appropriate insurance cover during the Term and shall ensure that all agents, professional consultants and Subcontractors involved in the supply of the Goods and/or associated Services do the same. To comply with its obligations under this clause and as a minimum, the Supplier shall ensure the following insurance cover is held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Goods and/or associated Services in the sums shown, or such higher limit as the Authority may reasonably require (and as required by Law) from time to time:
- 35.11.1 employer's liability insurance in the sum of £5,000,000 (five million pounds);
- 35.11.2 public liability insurance in the sum of £10,000,000 (ten million pounds);
- 35.11.3 product liability Insurance in the sum of £10,000,000 (ten million pounds);
- 35.11.4 professional indemnity insurance in the sum of £2,000,000 (two million pounds);
- 35.11.5 motor trade insurance.

such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Call-Off Contract or as specified in the Order Form.

- 35.12 The Supplier shall affect and maintain appropriate motor trade insurance cover during the Term of the Framework for the transportation / driving / movement, whilst working on and storage of the Emergency Response Vehicles, whilst in the care of the Supplier. The Supplier shall ensure that any agents or Subcontractors responsible for the care of the Emergency Response Vehicles shall also have appropriate motor trade insurance.

Assistance in Legal Proceedings

- 35.13 If requested to do so by the Supervising Officer, the Supplier shall co-operate fully with the Authority (including, but not limited to the provision of documentation and statements from staff) in connection with any legal proceedings, Local Government Ombudsman enquiries, inquiry, arbitration tribunal or court proceedings in which the Authority may become involved, or any relevant disciplinary hearing internal to the Authority, arising out of the provision of the Goods and associated Services, and the Supplier shall if requested by the Supervising Officer give evidence in such inquiries, arbitration, proceeding or hearings.
- 35.14 Where the Supplier or any of its Staff or the Authority or any of its staff become aware of any incident, maladministration, accident or other matter which may give rise to an Local Government Ombudsman inquiry, claim or legal proceedings in respect of the provision or failure to provide the Goods and associated Services, it shall notify the Supervising Officer immediately in writing. Such notification shall include all relevant information to enable the Supervising Officer to investigate the matter fully.
- 35.15 Such information provided or assistance rendered by the Supplier pursuant to the obligation in clause 35.1, in whatever form, shall be at no cost to the Authority.
- 35.16 Any liability which the Authority incurs as a result of wilful or negligent failure by the Supplier shall be recoverable from the Supplier.

36. Mistakes in Information

- 36.1 The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the supply of the Goods and associated Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

37. Governing law and jurisdiction

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

37.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework or its subject matter or formation (including non-contractual disputes or claims).

38. Counterparts

38.1 This Framework may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original of this Framework, but all the counterparts shall together constitute the one Framework.

38.2 Transmission of an executed counterpart of this Framework (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this Framework. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

Section A - Framework Variation Procedure

1. Introduction

- 1.1 Section A details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework.
- 1.2 The Authority may propose a variation to the Framework under 0A only where the variation does not amount to a material change in the Framework or the Goods and associated Services.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Supplier with written notice of the proposal to vary the Framework (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Supplier to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Supplier to notify the Authority within five (5) Working Days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Supplier has three (3) Working Days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Supplier with a written agreement detailing the variation to be signed and returned by each Framework Supplier within five (5) Working Days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Supplier, the Authority shall notify all Framework Suppliers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one (1) or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or

- (b) propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Framework Supplier can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Supplier that any additional costs to the Framework Supplier will be kept to a minimum.
- 4.2 The Authority may require the Framework Supplier to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Supplier's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Supplier in writing.
- 4.4 In the event that the Authority and the Framework Supplier cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Suppliers from performing its obligations under the Framework; or
- (b) is in contravention of any Law.

Section B – ITT & Supplier Response

[The Supplier's response to be added]

Section C – Tender Clarifications

[The Tender clarifications to be added]