

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: UKRI-1510

THE BUYER: UK Research and Innovation

BUYER ADDRESS: Polaris House, North Star Avenue, Swindon,
England, SN2 1FL

THE SUPPLIER: Bidvest Noonan (UK) Limited.

SUPPLIER ADDRESS: Beaufort House, 15 St Botolph Street, Aldgate.
London. EC3A 7BB

REGISTRATION NUMBER: 5049403

DUNS NUMBER: 5049403

DPS SUPPLIER REGISTRATION SERVICE ID: **16020012721**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 21st of July 2022. It's issued under the DPS Contract RM6130 Building Cleaning Services for the provision of Cleaning services.

DPS FILTER CATEGORY(IES):

External - building cleaning for example walls, patio cleaning

External - Window Cleaning - High Rise 7 plus storeys

External Signage up to 2 storeys

Holds a recognised Eco/sustainability kite mark for example Ecolabel, carbon neutral certification

Internal - (Routine Cleaning) Including Cleaning Consumables

Internal - Cleaning of Integral Barrier Mats

Internal - Deep (Periodic) Cleaning C

Internal - Including Cleaning Consumables (Mobile Cleaning)

Internal - Specialist Floor Cleaning, striping, sealing, buffing, polishing, high pressure washing

Internal - Wet and dry changing room cleaning

Internal - Window Cleaning - High level

Internal - Window Cleaning - Low level

Internal Barrier mat exchange Service

Provide cleaning equipment for example vacuum cleaners

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Security Clearance

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) for RM6130 Building Cleaning Services
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6130 Building Cleaning Services
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 6 (Key Subcontractors)
 - [Joint Schedule 7 (Financial Difficulties)
 - [Joint Schedule 9 (Minimum Standards of Reliability)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for RM6130 Building Cleaning Services
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - [Order Schedule 5 (Pricing Details)
 - [Order Schedule 7 (Key Supplier Staff)
 - [Order Schedule 8 (Business Continuity and Disaster Recovery)
 - [Order Schedule 9 (Security)
 - [Order Schedule 10 (Exit Management)
 - [Order Schedule 13 (Implementation Plan and Testing)
 - [Order Schedule 14 (Service Levels)
 - [Order Schedule 15 (Order Contract Management)
 - [Order Schedule 16 (Benchmarking)
 - [Order Schedule 18 (Background Checks)
 - [Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.1
5. Joint Schedule 5 (Corporate Social Responsibility) for RM6130 Building Cleaning Services
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

[None]

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

POA S43 Commercial

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

For the first 12 months consumables cleaning will be charge on a monthly cost basis.

PAYMENT METHOD

The Supplier shall submit invoices monthly in arrears.

The Supplier shall submit invoices to the nominated email address

finance@uksbs.co.uk

The Supplier shall ensure each invoice includes a breakdown of work completed and the associated costs by hour, by staff, by site.

Any ad hoc services shall be invoiced separately or added as a separate line on the regular invoice.

The Supplier shall not invoice for any shifts or part-shifts not attended.

BUYER'S INVOICE ADDRESS:

UKRI C/O UK Shared Business Services Ltd

MRC Procurement

Polaris House, North Star Avenue

Swindon, United Kingdom

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SN2 1UH

finance@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

UKRI MRC LMS

DuCane Road London

United Kingdom

W12 0NN

MRCprocurement@ukri.org

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

FOIA S40 Personal Information

FOIA S40 Personal Information

FOIA S40 Personal Information

SUPPLIER'S CONTRACT MANAGER

FOIA S40 Personal Information

FOIA S40 Personal Information

FOIA S40 Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Once a month as arranged by the customer

KEY STAFF

FOIA S40 Personal Information

FOIA S40 Personal Information

Room 128, Huxley Building, Imperial College London, Exhibition Road, London.
SW7 2AZ

KEY SUBCONTRACTOR(S)

Not applicable

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: 10%

The Service Period is one Month

A Critical Service Level Failure is: If the supplier amasses 3 warnings in one single month or any KPI item carry warning for 3 consecutive months that would be considered a breach of Contract and the Customer reserves the right to terminate.

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 20 (Order Specification)]

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|---|---------------------------------|---|
| Signature: | <small>FOIA b4 Personal Information</small> [Redacted] | Signature: | <small>FOIA b4 Personal Information</small> [Redacted] |
| Name: | <small>FOIA b4 Personal Information</small> [Redacted] | Name: | <small>FOIA b4 Personal Information</small> [Redacted] |
| Role: | <small>FOIA b4 Personal Information</small> [Redacted] | Role: | <small>FOIA b4 Personal Information</small> [Redacted] |
| Date: | 08.08.22 | Date: | 11th August 2022 |

Order Schedule 1 (Transparency Reports)

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Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|------------------------|--------------------------|---------------|------------------|
| Performance | Performance against KPIs | Report | Quarterly |
| Order Contract Charges | Invoice summary | Report | Annually |
| Key Subcontractors | List of subcontractors | Report | Annually |
| | | | |
| | | | |

Order Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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| | |
|---|---|
| "Former Supplier" | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor); |
| "Partial Termination" | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| "Relevant Transfer" | a transfer of employment to which the Employment Regulations applies; |
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| "Staffing Information" | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; |

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- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

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"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Order Contract:

- Part C (No Staff Transfer On Start Date)
- Part E (Staff Transfer on Exit)

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Part A: Staff Transfer at the Start Date

NOT USED

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Part B: Staff transfer at the Start Date

NOT USED

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or

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- Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll

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arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

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- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in

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Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Order Schedule 3 (Continuous Improvement)

Order Ref:

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 5 (Pricing Details)

Order Ref:

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Order Schedule 5 (Pricing Details)

The total value of this contract is £668,986.77, costs are to be as per Bidvest Noonan Revised_ Appendix B - UKRI-1510 Price Schedule V5.



Revised_Appendix B -
UKRI-1510 Price Sche

Order Schedule 5 (Pricing Details)

Order Ref:

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Price Schedule - Cost Model

| | |
|--------------------------|--|
| SOURCING REFERENCE: | UKRI-1510 |
| SOURCING DOCUMENT TITLE: | London Institute of Medical Science (LMS) New Building Cleaning Services |
| BIDDER NAME: | Bidvest Noonan UK |

Bidder Guidance:

- Bidders are required to complete all green highlighted cells.
- Bidders shall ensure they have reviewed Tab 1 Instruction to Tenderers prior to completing the Price Schedule.
- For the avoidance of doubt the total compiled within cell (H26) of this tab (Cost Model) will be used for the evaluation of this procurement.
- Bidders are to note that there are multiple tabs to be completed which, once completed, shall automatically populate cells within this tab.

| Item Number | Description | POIA: S43 Commercial | Optional Year 4 | | Optional Year 5 | | Notes & Comments |
|---------------|--|----------------------|-----------------|---|-----------------|---|---|
| | | | £ | - | £ | - | |
| 1 | Labour cost (to include uniforms, maintenance of cleaning equipment etc.) taking into consideration all elements of the specification and supporting appendices. | | £ | - | £ | - | We have provided costs based on the current JCL wage rates as clarified, however we have NOT included for the pending pay increase in August 2022. Bidders to be aware of this. |
| 2 | Biannual Window and External Cladding cleaning provision taking into consideration all elements of the specification and supporting appendices | | £ | - | £ | - | Our costs have been based on the frequency and specification provided. |
| 3 | Dust Mat provision taking into consideration all elements of the specification and supporting appendices | | £ | - | £ | - | Our costs are based on the numbers and sizes provided. |
| 4 | Feminine Hygiene provision taking into consideration all elements of the specification and supporting appendices | | £ | - | £ | - | Our costs are based on the information provided, plans and clarifications. |
| 5 | Mobilisation costs | | Not Applicable | | Not Applicable | | Machinery depreciated over the 3years |
| 6 | Cleaning Consumables | | £ | - | £ | - | Includes cleaning chemicals and washroom consumables (Toilet tissue etc) this is based on 300 staff only as clarified. |
| 7 | Additional Covid Cleaning (Appendix 8) | | £ | - | £ | - | Within our submitted costs, we have included provision for day time cleaning operatives, who will undertake any additional touch point cleaning in line with the COVID-19 protocol. |
| 8 | Toilet Air Fragrance Dispenser provision taking into consideration all elements of the specification and supporting appendices | | £ | - | £ | - | Our costs are based on the information provided, plans and clarifications. |
| 8 | Floor Strip & Polishing provision taking into consideration all elements of the specification and supporting appendices | | £ | - | £ | - | We have based our costs on a biannual strip & re-polish of the identified Vinyl flooring measuring 687m2 only |
| Totals | | | | | | | |
| 1 | Total costs before management and overhead fee | | £ | - | £ | - | |
| 2 | Management and overhead markup (%) | | £ | - | £ | - | |
| 3 | Sub-total (before profit) | | £ | - | £ | - | |
| 4 | Profit mark-up (%) | | £ | - | £ | - | |
| TOTAL | | | | | | | |

TOTAL FOR EVALUATION

£ 668,986.77

All prices are firm and fixed for 3 years
All prices are exclusive of VAT

DPS Ref: RM6130

Model Version: v1.0

Price Schedule Non-Labour Rate Services

Window and External Cladding Cleaning

| | | | |
|--------|---|--|---|
| Year 1 | 6 Monthly Internal Window Cleaning (price per clean) | 6 Monthly External Window and Cladding Cleaning (Price Per Clean) | Total Price for Windows and Cladding |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |
| Year 2 | 6 Monthly Internal Window Cleaning (price per clean) | 6 Monthly External Window and Cladding Cleaning (Price Per Clean) | Total Price for Windows and Cladding |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |
| Year 3 | 6 Monthly Internal Window Cleaning (price per clean) | 6 Monthly External Window and Cladding Cleaning (Price Per Clean) | Total Price for Windows and Cladding |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |

Additional Non-Labour Rate Services

| | | | | |
|--------|------------------------|-------------------------------|---|---|
| Year 1 | Annual Dust Mats Price | Annual Feminine Hygiene Price | Annual Toilet Air Fragrance Dispensers Price | Annual Floor strip & reseal of Polished Floors Price |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |
| Year 2 | Annual Dust Mats Price | Annual Feminine Hygiene Price | Annual Toilet Air Fragrance Dispensers Price | Annual Floor strip & reseal of Polished Floors Price |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |
| Year 3 | Annual Dust Mats Price | Annual Feminine Hygiene Price | Annual Toilet Air Fragrance Dispensers Price | Annual Floor strip & reseal of Polished Floors Price |
| | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial | £ POIA S43 Commercial |

Mobilisation

| | | | | | | |
|-------------------------------------|---|---------------------|---|---------------------|---|---------------------|
| Equipment Mobilisation Costs | £ | FOIA S43 Commercial | £ | FOIA S43 Commercial | £ | FOIA S43 Commercial |
| Mobilisation Management | £ | - | | | | |
| Mobilisation Systems Costs | £ | - | | | | |
| Additional Mobilisation Costs | £ | - | | | | |
| Total Mobilisation Costs | £ | FOIA S43 Commercial | | | | |

Equipment Costs

| Cost Element | Mobilisation Cost (Year 1) | Year 2 | Year 3 |
|--|----------------------------|--------|--------|
| Tub Vac - PSP 180 | £ | | |
| Upright Vac - Sebo 350 Evoloution | £ | | |
| Wet & Dry Vac - Numatic WV470 | £ | | |
| Compact Scubber Dryer - Vispa 35B | £ | | |
| Standard Rotary/Buffer - Victor Sprite 450 17" | £ | | |
| Purex - 80L Purex System - Lease | £ | | |
| Janitor Trolleys | £ | | |
| Standard Timegate System - Phone | £ | | |
| Biometric System | £ | | |
| Mobile Phone | £ | | |
| Total Equipment Cost | £ | | |

| Annual Consumables Cost | Year 1 | Year 2 | Year 3 | Option Year 4 | Option Year 5 |
|-------------------------|---------------------|---------------------|---------------------|---------------|---------------|
| | POIA S43 Commercial | POIA S43 Commercial | POIA S43 Commercial | | |

*Note: As this is a new build with no existing data regarding washroom consumables, we have provided costs based on the numbers of staff identified (300) only. However we would prefer to implement washroom consumables on a monthly recharge basis for the first 6-12 months to ascertain the correct usage figures data.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Annex 1- Key Roles

| Key Role | Key Staff | Contact Details |
|------------|------------|-----------------|
| [Redacted] | [Redacted] | [Redacted] |

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|---|---|
| "BCDR Plan" | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| "Business Continuity Plan" | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| "Disaster Recovery Deliverables" | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Disaster Recovery Plan" | has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| "Disaster Recovery System" | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Related Supplier" | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time; |
| "Review Report" | has the meaning given to it in Paragraph 6.2 of this Schedule; and |
| "Supplier's Proposals" | has the meaning given to it in Paragraph 6.3 of this Schedule; |

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 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.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, 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 Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation

to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables 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 Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer 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.

6.4 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.

- 6.5 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 Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

Order Schedule 9 (Security)

Order Ref:

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2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and

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the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer

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engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and

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- (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the

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reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|---------------------------------|---|
| "Exclusive Assets" | Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables; |
| "Exit Information" | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Net Book Value" | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| "Non-Exclusive Assets" | those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes; |
| "Registers" | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| "Replacement Goods" | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Replacement Services" | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Termination Assistance" | the activities to be performed by the Supplier pursuant to the Exit Plan, and |

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| | |
|--|--|
| | other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| "Termination Assistance Notice" | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| "Termination Assistance Period" | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| "Transferable Assets" | Exclusive Assets which are capable of legal transfer to the Buyer; |
| "Transferable Contracts" | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Assets" | has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| "Transferring Contracts" | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").

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2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period; and
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

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- (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

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- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which

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Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

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9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|--------------------------------|--|
| "Delay" | a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| "Implementation Period" | has the meaning given to it in Paragraph 7.1; |
| "Milestone Payment" | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone. |

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30 days after the Order Start Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the

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contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Order Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Order Contract.

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- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

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- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Order Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Order Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other DPS Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

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- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Order Contract;
 - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4 manage and report progress against the Implementation Plan;
 - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7 ensure that all risks associated with the Implementation Period are minimised.

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Annex 1: Implementation Plan

The Implementation Plan will be agreed and set out below and the Milestones to be Achieved are identified below:

| Milest one | Delive rable Items | Duration | Miles tone Date | Buyer Responsibil ities | Milestone Payments | Delay Payments |
|--|--------------------|----------|-----------------|-------------------------|--------------------|----------------|
| [] | [] | [] | [] | [] | [] | [] |
| The Milestones will be Achieved in accordance with this Order Schedule 13: (Implementation Plan and Testing) For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be [insert number of days] . | | | | | | |

Order Schedule 13: (Implementation Plan and Testing)

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Part B - Testing

NOT USED

Order Schedule 14 (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|--|--|
| "Critical Service Level Failure" | has the meaning given to it in the Order Form; |
| "Service Credits" | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| "Service Credit Cap" | has the meaning given to it in the Order Form; |
| "Service Level Failure" | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

| Service Levels | | | | Service Credit for each Service Period |
|--------------------------------------|---------------------|-----------------------------------|-------------------------|--|
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold | |
| Accurate and timely billing of Buyer | Accuracy /Timelines | at least 98% at all times | [] | 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure |
| Access to Buyer support | Availability | at least 98% at all times | [] | 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure |

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Order Schedule 15 (Order Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board" the board established in accordance with paragraph 2.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Monthly Operational Management Team

Quarterly Contract Management

Order Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

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

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2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall within the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

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3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to

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undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Order Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - (a) carry out a check with the records held by the Department for Education (DfE);
 - (b) conduct thorough questioning regarding any Relevant Convictions; and
 - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

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Annex 1 – Relevant Convictions

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract.

AS PER APPENDIX A UKRI-1510 SPECIFICATION DOCUMENT



Appendix A - Requirements Specification

London Institute of Medical Science (LMS) New
Building Cleaning Services

Further Competition under RM6130 Building Cleaning Services

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1. Introduction

UK Research and Innovation

Operating across the whole of the UK with a combined budget of more than £8 billion, UK Research and Innovation brings together the seven Research Councils, Innovate UK and Research England. Research England will work closely with its partner organisations in the devolved administrations.

UK Research and Innovation intends to be an outstanding organisation that ensures the UK maintains its world leading position in research and innovation. We will ensure that the UK maintains our world-leading research and innovation position by creating a system that maximises the contribution of each of the component parts and creates the best environment for research and innovation to flourish.

Overview

UKRI are looking for a Supplier with the expertise, experience, and capacity to provide cleaning services to the new building of London Institute of Medical Sciences (LMS).

LMS is currently in a host facility where the cleaning service is provided by the Landlord, therefore the service that is being required is a complete brand-new service.

Being a predominantly laboratory base facility, there are specific requirements regarding working in these areas and a wide campus classification which denotes access levels and protocols.

The Completion of the new building is currently estimated for August 2022. The transfer of the LMS and its colleagues is to be completed within 2 months from the point of the building achieving practical completion, therefore the cleaning service should commence during the same period.

Site Address:

Medical Research Council

London Institute of Medical Sciences

Du Cane Road

London

W12 ONN

[London Institute of Medical Sciences \(LMS\)](#)

The LMS is a vibrant research environment where scientists, clinicians and patients collaborate to advance the understanding of biology and its application to medicine. The LMS pursues world-leading discovery science with a particular emphasis on interdisciplinary approaches involving engineering and physical sciences.

The LMS works closely with Imperial College London and the researchers are integrated in the LMS teams and will move into the new facility together with their colleagues from LMS. Further information about LMS is available at <https://lms.mrc.ac.uk/>

Definitions

| Expression or Acronym | Definition |
|-----------------------|---|
| PPE | Personal Protection Equipment |
| CoSHH | Control of Substances Hazardous to Health |
| CCS | Crown Commercial Service |

| | |
|----------|---|
| TUPE | Transfer of Undertakings (Protection of Employment) Regulations |
| DBS | Disclosure Barring Service |
| KPIs | Key Performance Indicators |
| Customer | Medical Research Council London Institute of Medical Science |
| BICS | British Institute of Cleaning Science |
| Supplier | TBC |

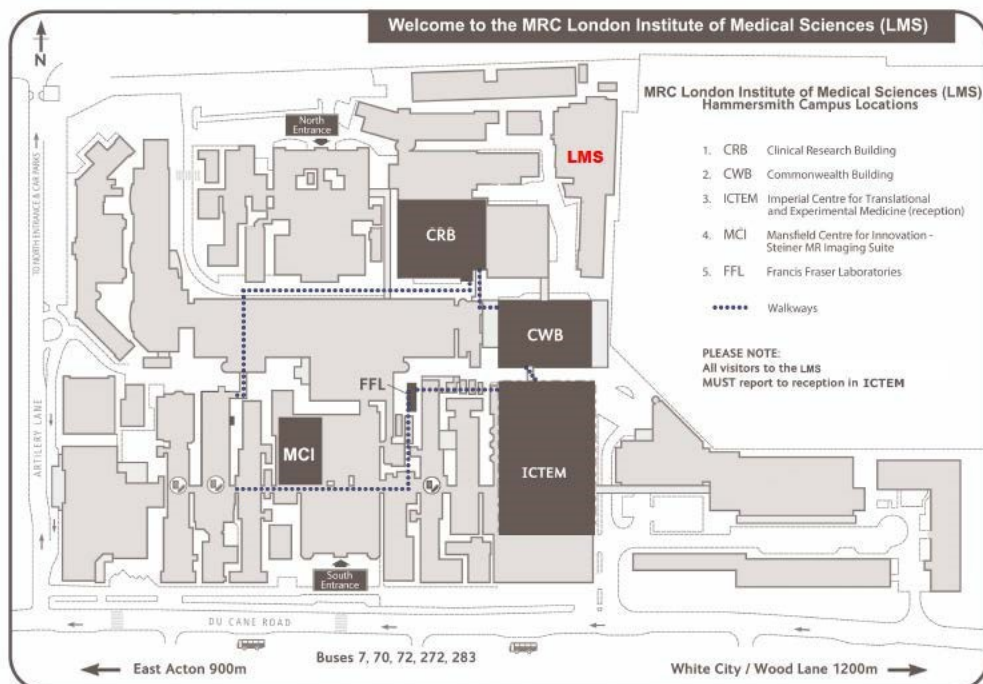
2. Scope of the Requirement

The Supplier is required to deliver a cleaning service in line with the provided specification and will be responsible for monitoring the provision of the services on a daily basis. The specification requires the provision of a person for daily point of contact and also an onsite supervisor.

3. Locations and Building

Existing Facilities

The LMS is currently located in a number of different buildings on the Hammersmith Campus:



The new facility

The new building is located on the back of the campus (marked in red in the figure above). The building comprises of a total of 6.5 research floors and one floor (top) with seminar, meeting rooms, breakout spaces as well as a restaurant canteen. Overall, the facility provides approx. 12,045m² usable space. The floors are a mixture of laboratories and write up spaces, all will be reachable via goods lift from an internal yard.

Operating Days and Hours

The core operating hours will be 06.00 – 09.00 Monday to Friday. There will be a requirement to have day janitors working until 17.00 Monday to Friday. The periodic cleaning schedule will be undertaken at weekends to minimise disruption to the science community.

4. The Requirement

The overall requirement is for a fully integrated and seamless commercial and specialist cleaning service incorporating **management of waste, internal and external windows cleaning, and dust mats.**

4.1 Routine cleaning

The routine cleaning service shall include the provision of daily, weekly, and biannually tasks.

Daily task

- Sweep & mop lab floors
- Sweep and empty bins in open office space and individual offices.
- Sweep & mop main staircase.
- To refresh the toilet facilities on site.
- Clean, check and restock staff tea points.
- Clean common use breakout spaces and 7th floor café area.
- Sweep and buff reception floor, clean and polish reception desk
- Clean entrance glass free from and finger marks.
- Any other duties that may be required

Weekly task

- Run eyewash stations at each lab Wash Hand Basin and record activity.
- Spot clean glass around banisters and stairs.

Biannually task

- Strip and reseal polished floors.
- Strip and reseal hard floors.
- External window clean
- Dust walls and ceilings

4.2 Cleaning of corridors

Corridors are heavily used not only for the passage of people through the buildings but also for the movement of equipment and materials for the laboratories and offices. Corridor floors are a mixture of vinyl, wood, and sealed concrete. Please see Appendix A for details of corridors cleaning routine.

4.3 Janitor Service

The janitor's operational hours will be from 09.00 – 17.00 Monday to Friday. The building will be a busy location with daily deliveries to the laboratories which will generate a lot of waste. The janitors need to be well trained, pro-active and able to offer the desired response to a great many requests. Please see Appendix B for details of janitor service routine.

4.4 Waste collection

The Customer has a strict policy and targets for recycling waste and operates colour coded bins to attract as much recycling as possible. The Supplier is expected to contribute to this policy by ensuring that the waste collected is kept segregated and disposed of at designated points throughout the campus. Given the heavy use it is imperative that the cleaning team keep these areas clean and free from litter during the academic day.

NHS Trust waste collection team will collect the Euro crates from the refuse area twice daily.

4.5 Laboratories

Laboratories in the Institution have a two-fold function, as teaching areas and as research facilities. In the research laboratories it is often the case that experiments may last several months (or longer) and the work undertaken by the cleaning team must be completed in a safe manner that will not interfere with this. If there are any doubts the cleaning team shall leave the area and report issues to the Supplier's building supervisor. Please see Appendix C for details of laboratories cleaning routine.

4.6 Meeting and conference rooms

The Supplier shall undertake all tasks associated with professional office cleaning to ensure that meeting and conference rooms, are maintained to achieve the necessary levels of cleanliness as defined within the BICS 2015 Standards (or later editions as published by BICS) to ensure all areas remain presentable and fit for their intended purpose. Please see Appendix D for meeting and conference rooms cleaning routine.

4.7 Lifts

There are two types of lifts in the building, passenger lifts and a goods lift. Cleaning staff are required to use the goods lift only when transporting rubbish from the building to the collection

point at ground floor level. The passenger lifts are not to be used for moving the daily rubbish from the building.

When gas bottles or liquid nitrogen vessels are being transported in the goods lift, the cleaning team are not to enter the lift. It is important to the Customer that the lifts that are provided are maintained to a high standard both as a result of the daily clean and throughout the day. Please see Appendix E for details of lift cleaning routine.

4.8 Offices

The cleaning operation is currently carried out between 06.00 and 09.00, during this time most staff on site are members of the cleaning team, and whilst the Customer recognises that members of this team require access to the offices, we are acutely aware that the offices may contain valuable or sensitive information. The Supplier is responsible for all security issues arising from the cleaning operation. Offices are to be kept locked unless a member of the cleaning team is inside the office, once the operative leaves the office, for any reason, the office is to be locked.

Keys are never to be left in locks, even when the team member is inside an office. A lost key (normally a sub-master or a master) may result in whole suites having to be changed which is a costly exercise. The Supplier is responsible for costs incurred in replacing keys or key suites as a result of a lost key. Please see Appendix F for details of offices cleaning routine.

4.9 Toilets and showers

There are four toilets per floor in the building. One of these toilets is designated a disabled toilet. The cleaning team is responsible for the complete washroom facility, including the shower room. This includes their cleanliness, consumables and replenishment, sanitary bins and dispensers, toilet air fragrance dispensers along with a daily janitorial service that maintains the facility during the working day. Please see Appendix G for details of toilets cleaning routine.

4.10 Feminine Hygiene

The Supplier will be required to provide feminine hygiene bins. these are to be emptied/ exchanged on a monthly basis.

4.11 Dust / weather mats

The provision of a dust mat service is required by the Customer. The Supplier shall provide mats and arrange a monthly exchange service. Mats are located in the entrance/exit doors.

The Supplier shall be responsible for collecting and distributing the exchange of the mats to their appropriate locations. Mats when exchanged must be clean and odour free, of consistent colour and free from damage. The Customer retains the right to increase or reduce numbers as required throughout the contract.

4.12 Window and external cladding cleaning

Generally, it is a biannual window clean using abseiling for external and a wash system for internal.

Full Risk Assessment and Method Statements together with training documentation will be required prior to the commencement of any window cleaning programme.

4.13 Internal glass Cleaning

Cleaning of Reception glass and doors (entrance areas) are done on daily basis, free from finger marks and smudges.

4.14 Stairwells

Atrium Stairs to be swept daily and handrails to be cleaned on a weekly basis. The Supplier should ensure that the stairs are kept free of any waste or any other debris to prevent accidents.

4.15 Fridges

All staff fridges that are situated in the kitchens on site will be damp wiped internally and externally under the cleaning routine specification on the last Friday of the month. The relevant details are:

Frequency – once a month

Fridges cleaned inside and out

The Customer will put a notice on the fridge the week before the clean is due to say that: - this fridge will be cleaned on the last Friday of the month, please ensure that all food and milk is either taken away or disposed of.

Only items which are out of date or causing hygiene issues will be disposed of. Non- perishable items such as soft drinks and water will be left in the fridge but may be removed for a short period for cleaning purposes.

4.16 Covid-19 Enhanced Cleaning

The Customer will inform the Supplier of the introduction of these additional cleaning requirements, giving as much notice as is practicable. The Supplier will initiate the enhanced cleaning requirement from the date requested by the Customer.

If the supplier is unable to resource the enhanced service by the requested start date the Customer and Supplier will agree service priorities. In any case the Supplier must fully mobilise the enhanced cleaning service within 7 days of the requested start date.

For the avoidance of doubt, the cleaning staff employed to provide this service are to be employed on a temporary basis, not subject to TUPE and there will be no redundancy cost payable by the Client, the requirements of the cleaning is at Appendix G.

4.17 Ad hoc Cleans

From time-to-time ad-hoc cleaning not already covered by the scope of this Contract may be required in offices, labs, kitchens, and other areas. This service is sometimes required out of business hours. The Supplier must provide a costed proposal for the work required and be given written approval by the Customer's Contract Manager prior to any such works being carried out. If the additional work can be completed within the contracted resource, or if there are any surplus of hours owing to the Customer against the contract, the Supplier and Client can agree to undertake

the work within the resource or surplus hours identified. Any ad hoc cleans that incur and additional charge will be invoiced in line with standard payment terms

4.18 Equipment

The Supplier will supply and maintain all cleaning equipment. The Supplier must ensure the equipment is fit for purpose, electrically tested, and maintained.

4.19 Cleaning Materials & Consumables

The Supplier shall be responsible for the supply of all consumables and cleaning materials and shall ensure that consumables are fully stocked at all required locations to the standard agreed by the Customer.

All cleaning materials will be sourced by the Supplier and paid for within the monthly service cost.

The Supplier shall work with the Client to identify ways to minimise the cleaning activities impact on the environment and as far as is reasonably practicable the Supplier should specify and use cleaning materials and practices that are environmentally preferable.

4.21 Quality & Audit

The Cleaning Team shall arrange to audit areas of the building on a monthly basis to monitor standards and ensure that operatives are working effectively to include cleaning cupboards. On a monthly basis the Client through their Soft FM Team will undertake a joint audit of scheduled areas of the site's building, with the aim of covering an area throughout the year.

4.22 Compliance and Audit (include after incident reporting if applicable)

The Supplier will be subject to audit including benchmarking by the Client, or their appointed agent, as regards performance, costs, quality and statutory compliance measures against the KPIs. Consequently, the Supplier shall be required to facilitate collaborative audit activities and supply supporting documentation when requested at no additional cost.

As this is a newly occupied building, some requirements may change over the duration of the contract i.e., additional quantities, items, and timescales. Any change to the requirements over the duration of the contract will be agreed between both parties and formally instructed

5. Standards

- 5.1. The Supplier shall ensure cleaning is to be carried out using cleaning methods which will achieve a good standard of cleaning, leaving the asset free from dirt, marks and smears, and preserving the original condition and appearance of the asset, given due consideration of its age and condition.
- 5.2. The Supplier shall provide Staff that are trained and accredited to deliver to the British Institute of Cleaning Science (BICS) Standards and are competent in their duties. As well as introducing an opportunity for the Supplier to use their skills and judgement to achieve cost effective and efficient Services, an outline of the standards of cleaning has been defined in the below *Table 1 - Cleaning Standards*.
- 5.3. All areas subject to regular routine cleaning activities should be free from loose debris, dust, fluff, and lint on completion of the cleaning task for that area. There should be an overall even appearance and be odour free.

Additional or enhanced cleaning requirements are specified on the attachment 1,2,3,4,5,6,7.

Table 1 Cleaning Standards

| Type | | <u>Standard</u> |
|-------------|--|--|
| A | The general or normal Service level. Typical for all occupied or generally accessed areas including common access spaces and general office areas. | All areas subject to regular routine cleaning activities should be free from loose debris, dust, fluff and lint on completion of the cleaning task for that area. There should be an overall even appearance and be odour free. |
| B | The highest Service level. Typical for prestige and high visibility areas. This is classed as exceptional and should only be required in very rare circumstances | All areas subject to regular routine cleaning activities should be free from loose debris, dust, fluff and lint on completion of the cleaning task for that area. There should be an overall even appearance and be odour free. This standard would be above and beyond the norm expected for general office spaces and public accessible areas. |
| C | A bespoke or very specific service level. Typical for | Areas subject to this standard will be specified as requiring a |

| | | |
|---|--|---|
| | highly sensitive or specialist areas such laboratory facilities, data centres etc. | bespoke or unique approach to cleanliness. The standard will be specified as will frequency of Service. |
| General requirements: | | |
| <p>The following legislation, standards or guidance shall apply:</p> <ul style="list-style-type: none"> • Adherence to STFC’s Safety, Health and Environment Codes (see section 3.22) • British Institute of Cleaning Science (BICS) 2020; • Health and Safety at Work Act 1974 and Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply’ • Control of Substances Hazardous to Health (CoSHH); • The Solvent Emissions (England and Wales) Regulations 2004 (European Directive 1999/13/EC (the "SED" Regulations)); • The Environmental Protection Act 1990 (the “EPA”); • Pollution Prevention and Control Regulations 2000 (the “PPC” Regulations). | | |

6. Health and Safety

- 6.1. The Supplier must comply with site Health & Safety standards in addition to any specific requirement within LMS buildings. The Supplier shall conduct site visit(s) to complete all risk assessments prior to contract signature.
- 6.2. MRC expect all operatives on site to work in a safe manner to protect both themselves and others in accordance with approved Risk Assessments and Method Statements to be submitted by the Supplier during the tender process. All cleaning materials shall be used in accordance with the makers’ specifications and COSHH assessments must be provided for all materials used on site by the Supplier and updated at suitable intervals. All staff should be given the appropriate training by their employer, for the work being undertaken.
- 6.3. It should be noted that the Supplier will be required to supply suitable personal Protective Clothing (PPE) for its employees, where applicable.
- 6.4. PPE is to be worn in the laboratories and workshops being accessed at all times, even if there are no staff working in them.
- 6.5. The Supplier shall ensure safe disposal of all PPE and other waste used by its cleaners, as per all relevant guidance and standards. **Risk Assessments and Method Statements**

- 6.6. No less than 2 weeks prior to the contract start date, the Supplier shall provide, for review by the Customer, copies of all method statements and risk assessments relating to the work to be carried out.

Covid-19

- 6.7. The Supplier shall ensure its cleaners adhere to all current Customer and HM Government Covid-19 guidance or guidance relating to any future pandemic, including social distancing, face mask wearing, hand washing.
- 6.8. The Supplier shall carry out cleaning using as a minimum the recommended methods and practices set out in: [COVID - 19 Cleaning in non-healthcare settings](#), and the BEIS '[COVID-19 secure' guidelines](#) on getting back to work.

Incident Reporting

- 6.9. The Supplier shall record and investigate all accidents, incidents, dangerous occurrences and near misses involving their staff.
- 6.10. Following such an incident, the Supplier shall notify the Customer immediately and follow up with a written report within 24 hours, which shall include suggestions to prevent future incidents.

7. Security

- 7.1. Security clearance required in form of DBS check will be required. Uniform with ID badges will need to be worn while on the site. The supplier should keep record of staff working on the site through to sign in and sign out system. All costs associated to these security requirements should be met by the Supplier.
- 7.2. The supplier shall ensure all operatives are trained & security checked (operatives must provide personal details to satisfy security clearance protocols and MRC vetting process prior to engagement). Cover operatives need to be available to cover sickness/leave at short notice (early in the morning).

8. Implementation, Mobilisation and Exit Management

Implementation

- 8.1. The Supplier shall work with the Customer on suitable handover activities to ensure continuity of service.
- 8.2. The Supplier's full-service obligations shall formally be assumed on the service start date as set out in Appendix C of Invitation to Tender - 'DPS Schedule 6 - Order Form'.

Mobilisation

- 8.3. The Supplier shall mobilise staff, so they are ready to start work by the contract start date.

Exit Management

- 8.4. The Supplier shall cooperate as part of an exit management plan with the Customer and any new supplier to ensure continuity of service, as per 'DPS Order Schedule 10 - Exit Management'.
- 8.5. The Supplier shall agree to work on any handover to a replacement supplier, with relevant reports and management information to be supplied.

TUPE

- 8.6. The Supplier shall be responsible for staff transfer in line with the terms set out in 'DPS Order Schedule 2 - Staff Transfer'.

9. Performance Measurement and Reporting

Service Levels (KPIs)

- 9.1. Service Levels (KPIs) shall be managed in accordance with 'DPS Order Schedule 14 - Service Levels'.
- 9.2. Supplier performance shall be monitored each month using the following Service Levels (KPIs). Failure to meet any Target in any month leads to the corresponding Missed Target Result – Warning or Service Credits. If the supplier amasses 3 warnings in one single month or any KPI item carry warning for 3 consecutive months that would be considered a breach of Contract and the Customer reserves the right to terminate. Where the missed target results in a Service Credit, the calculation should be based on the below formula.

| KPI | Description | Measure | Target | Missed Target Result |
|-----|---|---|--------|----------------------|
| 1 | Attendance on contracted shifts | Shift attendance as a percentage of total contracted shifts | 95% | Warning |
| 2 | Attendance at agreed times | Quantity of shifts started within 10 minutes of the agreed start time, as a percentage of total contracted shifts | 99% | Warning |
| 3 | Completion of all tasks as a minimum to the required frequency and standard | Formal site cleaning inspection to be carried out between Customer and Supplier – no issues raised | 98% | Service credits |
| 4 | Time taken to respond to reactive cleaning request | Within one hour | 98% | Service credits |
| 5 | Attendance at Meetings | The Supplier to attend all scheduled meetings with the Customer. | 98% | Warning |

| | | | | |
|---|---|--|-----|---------|
| 6 | Reporting requirements met in accordance with this Contract. | Comprehensive reports provided to the Customer, as requested. | 98% | Warning |
| 7 | All cleaning chemicals are stored correctly and conform to COSHH regulations. | Shelves of storage containing the corresponding chemicals in accordance with COSHH regulation. | 98% | Warning |

The Service Credits shall be calculated based on the following formula:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual performance) = $x\%$ of the Charges payable to the Customer as Service Credits to be deducted from the next Invoice payable by the Customer

The maximum Service Credit deductible in any month is 10%.

10. Quality Assurance

- 10.1. The Supplier shall monitor and report staff attendance on a daily basis.
- 10.2. The Supplier shall complete work quality audit/inspections every day to ensure work is being completed to the required standard.
- 10.3. The Supplier shall record any complaints and issues. The Supplier shall work to resolve any complaints and issues.
- 10.4. In the event the Customer is not satisfied with the quality of work or Service Level performance, the Supplier shall be required to attend a meeting with the Customer at a mutually agreed location (physical or virtual) and at no cost to the Customer, in addition to regular contract management meetings, to discuss issues and agree a resolution. If there is no improvement after a mutually agreed timescale, the Customer has the right to escalate to CCS.
- 10.5. The Supplier, upon request by the Customer or CCS, shall cooperate with any investigation into alleged poor performance, conduct or any other complaint received.

11. Contract Management

Correspondence

- 11.1. The Customer shall provide a single point of contact, including email address and phone number, to the Supplier upon contract award. All correspondence shall go through this single point of contact, unless otherwise instructed.

Start-Up Meeting

- 11.2. The Supplier shall attend a start-up meeting as arranged by the Customer in advance of the contract start date, to cover for example introductions, expectation setting, and housekeeping.

Contract Management Meetings

- 11.3. The Supplier shall attend contract management meetings once a month as arranged by the Customer, unless otherwise requested by the Contracting Buyer.
- 11.4. The Supplier shall provide the Customer with completed copies of the following documents, at least 5 working days prior to each meeting:
- Work quality audits/inspections
 - Attendance records
 - Complaints and issues resolution log
 - Service Level reports]

12. Environment, Sustainability and Social Value

- 12.1. The Supplier is encouraged to use eco-chemicals or indeed chemical free cleaning products. Also, the supplier should be recording carbon footprint associated with their work on the site. Active engagement will be required to show management and possible reduction of the work associated carbon footprint.

13. Payments and Invoicing

- 13.1. The Supplier shall submit invoices monthly in arrears.
- 13.2. The Supplier shall submit invoices to a nominated email address, to be confirmed upon contract award.
- 13.3. The Supplier shall ensure each invoice includes a breakdown of work completed and the associated costs by hour, by staff, by site.
- 13.4. Any ad hoc services shall be invoiced separately or added as a separate line on the regular invoice.
- 13.5. The Supplier shall not invoice for any shifts or part-shifts not attended.

Appendix 1 - Corridors

The Supplier shall deliver:

Daily

- Spot clean all horizontal and vertical surfaces including light switches, walls and doors, removing fingerprints, smudges and stains.
- Spot clean all office partition glass and vision panels
- Damp mop entire hard surface area.
- Spot clean the external surfaces of display cabinets.
- Maintain the cleanliness of the tops and sides of the Perspex notice boards.
- Maintain tables and chairs in clean condition, located in the breakout areas.
- Empty recycling bins and remove contents to designated collection points.
- Empty landfill waste bins and remove contents to designated collection points.

Weekly

- Clean all scuffmarks from skirting boards and kick plates. • Clean all fixtures and fittings (fire extinguishers etc)
- Clean all lift doors and surrounds.
- Clean all water coolers/drinking fountains.
- Clean and wipe out the common use refrigerators at tea points.
- Clean ledges and windowsills.

Fortnightly

- Spray buff all polished floors.

Monthly

- Dust/clean louvers/door vents.
- High level dusting to remove cobwebs and other unsightly dust.

Bi-Annual

- Strip and reseal polished floors.

Appendix 2 - Janitor Service

In addition to the prescribed janitorial duties listed in the specification, the Customer will operate a Helpdesk which will record cleaning defects, requests, or emergencies. The specified response times are: Priority 1 – 1 to 2 Hours

Priority 2 – 2 to 4 Hours

Priority 3 – 4 to 24 Hours

Priority 4 – 24 Hours to 1 Week.

A janitor service is necessary to maintain and provide:

- Toilets in a presentable manner.
- Corridors free of waste, spillages and trip hazards.
- Stairs free of spillages, waste and trip hazards.
- A response to any cleaning emergency including, but not limited to, floods water mopping and accident clear ups.
- Removal of waste accumulations to designated compounds.
- Any other relevant Helpdesk request.
- Report maintenance issues to the Helpdesk promptly.

Appendix 3 - Laboratories

There are very specific requirements regarding working in these areas which is also covered in the Health & Safety section.

The rules that are applicable to all laboratories are:

- Do not enter any laboratory if door signs tell you not to.
- Always don the correct PPE before entering the laboratory.
- Never complete any work that has not been thoroughly assessed for risk.
- Never remove anything from a laboratory that has not been placed in the designated waste bin.
- Do not touch or remove anything that has been left on the floor by the laboratory users.
- Never move fridges or freezers without a de-contamination certificate being signed by the laboratory technician.
- Do not complete any cleaning on laboratory benches unless you are instructed to do so by the Laboratory Manager.
- Do not wear loose fitting clothing which may cause a health and safety issue.
- Do not unplug any laboratory equipment.
- Do not attempt to clear up any spillages until you have been told it is safe to do so.

The Supplier is expected to provide the following service in the laboratories:

Daily

- Empty denoted waste bins, spot clean and replace bin liners weekly or sooner if soiled. Remove Hazardous Waste bin, if sealed and tagged, and take from the Lab to a collection point.
- Sweep and mop the floor, do not remove or touch broken glass, discarded safety gloves or syringes.
- Clean hand wash sinks and taps, replenish soap and paper towel dispensers. Do not touch the Lab sinks.
- Clean door handles, light switches and accessible skirting boards.

Weekly

- Dust/Clean glass doors
- Clean all scuffmarks from common use areas.
- Flush emergency eye wash facilities for two minutes and record the operation on the Scaff tag provided.

Monthly

- Spray buff polished floors

Twice Annually

- Strip and re-seal all polished floors.

On Request

- Deep clean Laboratories, to include washing of walls, pipe work, benches, shelving and an additional treatment to floors. Laboratories in buildings will be changed to accommodate a new science and under these circumstances the laboratory will need to be thoroughly cleaned before new equipment is installed and research commences. This should be done on a permit to work basis and the laboratory only entered when left in a suitable condition by laboratory personnel for cleaning work to commence.

Appendix 4 - Meeting and Conference Rooms

The Supplier is expected to provide the following service in the Meeting and Conference Rooms.

Daily

- Empty all wastepaper receptacles, check bins, spot clean if soiled and replace liners weekly or sooner if soiled.
- Spot clean all horizontal and vertical surfaces including light switches, walls, window sills and doors, removing fingerprints, smudges and stains.
- Spot clean all partition glass and door vision panels.
- Wipe down and polish meeting room tables
- Place any catering items to one side ready for collection.

Weekly

- Ensure mobile furniture and chairs are returned to their original position. • Dust high and low areas (eg. pictures, clocks, partition tops, etc.)
- Dust/clean louvres/door vents.
- Dust ledges, windowsills and whiteboard ledges.
- Clean all scuffmarks from skirting boards.

Annually

- Shampoo carpets.
- Strip and reseal hard floors.

Appendix 5 - Lifts

The Supplier is expected to provide the following service in the lifts:

Daily

- Clean walls (including mirrors) and doors to leave them smear, mark and stain free.
- Floors are to be mopped to leave them smear, mark and stain free.

Weekly

- Vacuum door channels and leave them dust and debris free.

Appendix 6 - Offices

Offices are cleaned on a weekly basis, but desk waste bins are to be emptied daily. Spot clean glass doors and handles where required.

The Supplier is expected to provide the following service in the offices:

Daily

- Empty all desk side bins.

Weekly

- Dust ledges to desks, windowsills
- Clean all accessible surface areas.
- Spot clean all horizontal and vertical surfaces including light switches, walls and doors, removing fingerprints, smudges and stains.
- Clean skirting boards.
- Dust high and low areas (eg, pictures, clocks, partition tops, etc)
- Thoroughly clean the floors which are to be left free of dust, debris and stains.

Appendix 7 - Toilets

The Supplier is expected to provide the following service in the toilets: Lime scale needs to be constantly treated.

Daily

- Empty all wastepaper receptacles, check bins, spot clean if soiled.
- Replace liners, weekly or sooner if soiled.
- Clean and sanitise fixtures, mirrors, counters.
- Floors will be litter and spillage free.
- W/C's will be free of marks and stains.
- Wash hand basins will be clean and free of stains

Weekly

- Clean both sides of all toilet doors.
- Spot clean all toilet partitions, on both sides, with a disinfectant cleaning solution.
- Treat any build-up of lime scale with an approved descaling chemical.

Monthly

- Machine scrub toilet floors and lobby areas.
- Clean air vent louvers to remove any build-up of dust and wipe clean.

Appendix 8 - COVID-19 ADDITIONAL CLEANING

1. There is a requirement for second cleaning regime, which must be defined and highly visible. The hygiene clean is to take place in the afternoon, across the site, to ensure a high level of sanitation.

2. This will include the below enhanced cleaning.
 - 2.1 Touchpoint cleans – door handles, lift panels, handrails, toilets and shower facilities, taps, soap dispensers, table surfaces, microwaves, fridges, printers, photocopiers, reception areas, etc.
 - 2.2 Deep clean regimes in place plus ability to react on need (reinfection).
 - 2.3 Resource requirements and shift patterns revised to take account of cleaning of shared areas meeting rooms and circulation areas.
 - 2.4 Scale and nature of building usage.
 - 2.5 Any changes in staff working hours.
 - 2.6 Social distancing for staff and cleaners.
 - 2.7 Site inventory reviewed (chemical and tools) to ensure adequate for above. Includes need for PPE usage/disposal (see Waste below).
 - 2.8 Necessary (bulk) orders in place for hand sanitisers, wipes, face masks to reflect company commitment to employee safety. Consider need for and implications of any client branding.
 - 2.9 Replenish hand sanitiser fluid and replace batteries at all key touch points (entrance points, reception, common areas, toilets, mailroom, and deliveries).
 - 2.10 Consumables fully replenished prior to opening (eg. toilet tissue, hand towels, coffee, tea etc).
 - 2.11 Robust and frequent quality checks in place post opening to ensure new cleaning regime is adhered to.
 - 2.12 Usage of key products (e.g. hand sanitizer) monitored to identify patterns and inform replenishment schedules.
 - 2.13 Bin provisions throughout buildings and estate assessed and actioned to account for increased levels of disposable waste and use and subsequent disposal of PPE in some areas/circumstance