



**COMMERCIAL CONDITIONS OF CONTRACT
FOR SERVICES CONTRACTS**

ID 3131618

**OFFICE PORTERING SERVICE
AND
SHORT TERM STORAGE OF FURNITURE
FOR THE NICS**

These Services clauses MUST be read in conjunction with the Public Sector Standard Conditions of Contract.

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1.0 Interpretation

- 1.1 These Commercial Conditions of Contract shall at all times be read in conjunction with the Public Sector Standard Conditions of Contract. If there is any ambiguity or inconsistency in or between the Public Sector Standard Conditions of Contract and the Commercial Conditions of Contract, the Commercial Conditions of Contract shall take precedence.
- 1.2 The definitions set out in the Public Sector Standard Conditions of Contract shall apply to the Contract, including to these Commercial Conditions of Contract, unless otherwise expressly defined in these Commercial Conditions of Contract. For the avoidance of doubt, any references to clauses stated in these Commercial Conditions of Contract shall be in relation to the clauses which are contained in the Commercial Conditions of Contract unless expressly stated otherwise.
- 1.3 In these Commercial Conditions of Contract, the following words will have the following meanings:

“Control”	means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.”
“Controller” “Processor” “Data Subject” “Personal Data Breach” “Data Protection Officer”	have the meaning given in the GDPR.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	means: i. the GDPR, the LED and any applicable national implementing Laws amended from time to time;

	<ul style="list-style-type: none"> ii. the DPA 2018 to the extent that it relates to processing of personal data and privacy; and iii. all applicable Law about processing of personal data and privacy.
“Data Protection Schedule”	means the Schedule to the Commercial Conditions of Contract entitled ‘ <i>Processing, Personal Data and Data Subjects.</i> ’
“Data Subject”	has the meaning given in the GDPR.
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“DPA 2018”	means Data Protection Act 2018
“Equipment”	means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract.
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679).
“Joint Controller”	means where two or more Controllers jointly determine the purposes and means of processing.
“Joint Controller Agreement Schedule”	means the Schedule to the Commercial Conditions of Contract entitled ‘Joint Controller Agreement’.
“Key Personnel”	means any persons specified as such in the Tender or the Specification (as the case may be), or otherwise notified by the Client to the Contractor in writing.
“LED”	Law Enforcement Directive (Directive (EU) 2016/680).
“Personal Data”	means personal data (as defined in the GDPR) which is Processed by the Contractor or any sub-contractor on behalf of the Client or the Authority pursuant to or in connection with this Contract.
“Process”	has the meaning given to it under the GDPR and “ Processed ” and “ Processing ” shall be construed accordingly.

“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
“Purchase Order”	means the Client’s order for Services which has a unique number, and details the Services to be supplied by the Contractor to the Client in accordance with the terms of this Contract.
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

2.0 Initial Contract Period

2.1 The Contract will commence on **1 February 2021** for a duration of **3** years.

2.2.1 The Client may, no later than six Months prior to the Initial Contract Period Expiry Date, give notice in writing to the Contractor to invite the Contractor to agree to extend the Contract for any period up to and including **24** Months commencing from the Initial Contract Period Expiry Date (the “**First Extension Period**”).

2.2.3 The Contractor shall notify the Client in writing within the reasonable timescale as specified by the Client of its decision as to whether it agrees to accept any proposed extension of the Contract.

3.0 Extension of the Contract Period

3.1 If it is agreed by both Parties that the Contract is to be extended under clause 2.2.1, the provisions of the Contract will apply, subject to any variation or adjustment to the Contract Price pursuant to clause 4.3 of this Contract, for the duration of any such extended period.

3.2 If the Contractor does not agree in writing to accept any proposed extension of the Contract within the timescale as specified by the Client,

the Contract shall automatically terminate at the Initial Contract Period Expiry Date or upon the expiry of any current extension period (if the Contract has continued past the Initial Contract Period Expiry Date).]

4.0 Contract Price

- 4.1 In consideration of the performance of the Contractor's obligations under the Contract, the Client shall pay the Contract Price in accordance with this clause, clause 5.0 and Schedule 2 (Pricing Schedule) during the Contract Period.
- 4.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.
- 4.3 In the event that the Contractor agrees to extend the Initial Contract Period, the variation to the Contract Price shall be calculated in respect of any such extension as follows:
 - i. For the First Extension Period, any variation to the Contract Price shall be based on the percentage change in the Consumer Prices Index as published by the Office of National Statistics (the "**Percentage Change**") between the Commencement Date and the date 6 Months before the expiry of the Initial Contract Period.
 - ii. For any further extensions to the Contract after the First Extension Period, any further variation to the Contract Price shall be based on the Percentage Change between the commencement date of the current contract extension period and the date 6 Months prior to the expiry of the current extension period.

5.0 Payment

- 5.1 The Client will pay the Contractor the Contract Price for the Services no later than 30 days after the receipt of a valid invoice in accordance with Schedule 2 (Pricing Schedule).
- 5.2 The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Specification and Schedule 2. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.
- 5.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the

Client to substantiate the invoice. The characteristics of a valid invoice are detailed in Schedule 2 (Pricing Schedule).

- 5.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 5.5 The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 5.5 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- 5.6 The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.

6.0 Recovery of Sums Due

- 6.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Contract), that sum may be deducted unilaterally by the Client from any sum then due, or which at any later time may become due, to the Contractor under this Contract.
- 6.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 6.3 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.0 Supply of Services

- 7.1 In consideration of the amounts due under this Contract Price, the Contractor will provide the Services to the Client during the Contract Period in accordance with the Specification which shall include the Contractor complying with any obligations set out in the Specification.
- 7.2 If any Services provided to the Client were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits

or indemnities which the Contract holds from such third parties in respect of those Services will be held on trust for the Client.

- 7.3 In providing the Services, the Contractor shall:
- 7.3.1 co-operate with the Client in all matters relating to the Services, and comply with all the Client's instructions;
 - 7.3.2 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and within sufficient numbers to ensure that the Contractor's obligations are fulfilled in accordance with this Contract;
 - 7.3.3 provide Staff with a form of identification that is acceptable to the Client and which staff shall display on their clothing at all times when they are on the Client's Premises
 - 7.3.4 instruct its Staff not to smoke on the Client's Premises except where it is expressly permitted to do so.
 - 7.3.5 ensure that the Services will conform with all descriptions and requirements set out in the Specification;
 - 7.3.6 provide all Equipment, tools and vehicles and such other items as are required to provide the Services;
 - 7.3.7 at all times comply with the Quality Standards, and where applicable maintain registration with the relevant Quality Standards authorisation body; and
 - 7.3.8 the Contractor shall perform all its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.
- 7.4 Without prejudice to any other right of remedy of the Client, if the Client informs the Contractor that it considers that any part of the Services does not meet the Specification or the requirements of the Contract or differs in any way (other than in a minor inconsequential way) from the Specification or its requirements, and this is other than as a result of Default or negligence on the part of the Client, the Contractor shall at its own expense re-schedule and re-perform any part of the Services correctly within such reasonable time as may be specified by the Client.
- 7.5 The Client envisages that it may require additional services and/or goods to be provided by the Contractor during the Contract Period. While the precise scope and extent of such additional services cannot be agreed at this time, the intention is for any such additional services to be included within the scope of this Contract in accordance with the Variation Procedure set out in Clause 11 of the Public Sector Standard Conditions of Contract, the precise scope and extent of such additional services being agreed between the Parties. Without limiting the generality of the above, as at the Commencement Date, the Client

envisages that it may require those additional services identified under the "Potential Services" heading in the Specification. For the avoidance of doubt, the terms of the Contract shall apply to any such additional services.

8.0 Access to Premises

- 8.1 The Client may inspect and examine the manner in which the Contractor supplies the Services, at the Premises, during normal business hours, on reasonable notice to the Contractor.
- 8.2 If necessary, the Client will provide the Contractor with reasonable access at reasonable times to its Premises for the purpose of providing the Services.

9.0 Provision and Removal of Equipment

- 9.1 The Contractor shall provide all the Equipment necessary for the supply of Services.
- 9.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 9.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed by both Parties in writing, Equipment brought onto the Premises will remain the property of the Contractor.
- 9.4 The Contractor shall maintain all their items of Equipment within the Premises in a safe, serviceable and clean condition.
- 9.5 The Client shall be entitled at any time during the Contract Period to order in writing, that the Contractor at its own expense and as soon as reasonably practicable:
 - i. remove from the Premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with the Contract; and
 - ii. replace such item with a suitable substitute item of Equipment.
- 9.6 If the Contractor provides Services from the Client's Premises, on completion of the Services, or upon the termination or expiry of the Contract (whichever is the earliest date) the Contractor will vacate the Client's Premises, remove his plant, Equipment and unused materials and will clear away from these Premises all rubbish arising out of the

Services and leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

10.0 Inspection of Premises

10.1 The Contractor is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

11.0 Late Delivery of Services

11.1 Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification, the Client may release itself from any obligation to accept and pay for the Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Client.

12.0 Staff and Key Personnel

12.1 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

12.2 The Contractor shall engage, employ and pay all monies due to Staff required to carry out this Contract and shall be entirely responsible for setting the pay and conditions of service for his Staff and for any compensation payments due to them howsoever arising.

12.3 If in the opinion of the Client any Staff of the Contractor has behaved inappropriately or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other person as may be necessary, in default of which the Client may employ such other person as may be deemed necessary for the purposes of carrying out the work and recover from the Contractor the additional cost thereby incurred.

12.4 Any Key Personnel will not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 12.5 Any replacements to the Key Personnel will be subject to the agreement of the Client. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 12.6 In the event that the Contractor is unable to provide replacement Staff, acceptable to the Client's representative, within reasonable time, then the Client reserves the right to obtain replacement Staff from other sources and pass any additional cost on to the Contractor. The Client reserves the right to terminate this Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with clause 40.0 (Termination of Contract, Public Sector Standard Conditions of Contract).
- 12.7 The Client shall not unreasonably withhold its agreement under clause 12.5. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.

13.0 Indemnity

- 13.1 Neither Party excludes or limits liability to the other Party for:
- i. Death or personal injury caused by its negligence; or
 - ii. Fraud; or
 - iii. Fraudulent misrepresentation; or
 - iv. Any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 13.2 Subject to clause 13.3, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the delay, late or purported supply, of the Services or the performance, non-performance or delay in performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 13.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.
- 13.4 Subject always to clause 13.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- i. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the Property of the other under or in connection with this Contract shall in no event exceed five million pounds (£5,000,000); and
 - ii. the annual aggregate liability under this Contract of either Party for all Defaults (other than a Default governed by clause 13.4(i) shall in no event exceed the greater of five hundred thousand pounds (£500,000) or 100% of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises.
- 13.5 Subject always to clause 13.1; in no event shall either Party be liable to the other for any:
- i. loss of profits, business, revenue or goodwill; and/or
 - ii. indirect or consequential loss or damage.
- 13.6 The provisions of clause 13.5 will not limit the Client's right to recover for;
- i. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;
 - ii. wasted expenditure or charges rendered unnecessary and incurred by the Client arising from a Default by the Contractor;
 - iii. additional cost of procuring replacement services for the remainder of the term of the Contract;
 - iv. additional costs to maintain the Services arising from a Default by the Contractor;
 - v. anticipated savings; and
 - vi. any costs and losses arising from delay in performance.
- 13.7 The Contractor shall effect and maintain with a reputable company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 13.8 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

13.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of this Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

13.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 13.2.

14.0 Professional Indemnity – NOT USED

15.0 Protection of Information Assurance

15.1 When handling Information belonging to or supplied by the Client, the Contractor will ensure the security of the data is maintained in line with the protective marking given to that data by the Client, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors thereof as agreed with the Client and set out in the Tender, Award Letter or Specification.

15.2 The Client reserves the right to inspect the physical location of the Information store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Client any information assurance processes and procedures in place.

16.0 Break

16.1 The Client shall have the right to terminate the Contract in all or part at any time by giving three months' written notice to the Contractor.

16.2 In addition to clause 40.7 of the Public Sector Standard Conditions of Contract, termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 5.0 (Payment), 6.0 (Recovery of Sums Due), 13.0 (Liability, Indemnity and Insurance), 14.0 (Professional Indemnity).

17.0 Contractor's Premises Security

17.1 Where the Services are provided from the Contractor's Premises, the Contractor will, at their own cost, comply with all security requirements specified by the Client in writing.

18.0 Tax Arrangements of Public Sector Appointees

- 18.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") and all other statutes and regulations relating to income tax in respect of that consideration.
- 18.2 Where the Contractor is liable to National Insurance Contributions ("**NICs**") in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits (Northern Ireland) Act 1992 or equivalent and all other statutes and regulations relating to NICs in respect of that consideration.
- 18.3 The Client may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 18.1 and 18.2 above or why those clauses do not apply to them.
- 18.4 A request under clause 18.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 18.5 The Client may terminate this contract if:-
- i. in the case of a request mentioned in Clause 18.3 above:-
 - the Contractor fails to provide information in response to the request within a reasonable time; or
 - the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 18.1 and 18.2 above or why those Clauses do not apply to them;
 - ii. in the case of a request mentioned in clause 18.4 above, the Contractor fails to provide the specified information within the specified period; or
 - iii. it receives information which demonstrates that, at any time when clauses 18.1 and 18.2 apply to the Contractor, the Contractor is not complying with those clauses.
- 18.6 The Client may supply any information which it receives under clause 18.5(iii) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

19.0 Monitoring of Contract Performance

- 19.1 The Contractor shall comply with the monitoring arrangements set out in Schedule 3 (Contract Management/Monitoring) to these Commercial Conditions of Contract including, but not limited to, providing such data

and information as the Contractor may be required to produce under this Contract.

20.0 Social Considerations

20.1 The Contractor shall comply with the obligations set out in Schedule 4 (Social Considerations) to these Commercial Conditions of Contract in connection with social considerations.

21.0 Security

21.1 The Contractor shall comply with the obligations set out in Schedule 5 (Security Schedule) to these Commercial Conditions of Contract in connection with any security requirements.

22.0 Licence to Occupy Premises

22.1 Any land or Premises made available from time to time to the Contractor by the Client in connection with this Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract.

22.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Client may reasonably request.

22.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Client at the Contractor's expense. The Client shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Client.

22.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Client, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

22.5 The Parties agree that there is no intention on the part of the Client to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Client

retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.]

23.0 Intellectual Property Rights – NOT USED

24.0 Data Protection

24.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor unless otherwise specified in the Data Protection Schedule. The only processing that the Contractor is authorised to do is listed in the Data Protection Schedule by the Client and may not be determined by the Contractor.

24.2 The Contractor shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

24.3 The Contractor shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

24.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Client may reasonably reject (but failure to reject shall not amount to approval by the Client of the adequacy of the Protective Measures), having taken account of the:

- i. nature of the data to be protected;
- ii. harm that might result from a Data Loss Event;
- iii. state of technological development; and
- iv. cost of implementing any measures;

(c) ensure that:

- i. the Staff do not process Personal Data except in accordance with this Contract (and in particular the Data Protection Schedule);
- ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- i. the Client or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
- ii. the Data Subject has enforceable rights and effective legal remedies;
- iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Contract

unless the Contractor is required by Law to retain the Personal Data.

24.5 Subject to clause 24.6, the Contractor shall notify the Client immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

24.6 The Contractor's obligation to notify under clause 24.5 shall include the provision of further information to the Client in phases, as details become available.

24.7 Taking into account the nature of the processing, the Contractor shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- (a) the Client with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Client following any Data Loss Event;
- (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

24.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 Staff, unless:

- (a) the Client determines that the processing is not occasional;

- (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 24.9 The Contractor shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.
- 24.10 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 24.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
 - (a) notify the Client in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24.0 such that they apply to the Sub-processor; and
 - (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.
- 24.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 24.13 The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 24.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 24.15 Where the Parties include two or more Joint Controllers as identified in the Data Protection Schedule in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the Joint Controller Agreement Schedule in replacement of Clauses 24.1-24.14 for the Personal Data under Joint Control.

SCHEDULE 1 - SPECIFICATION SCHEDULE

See separate document 'ID 3131618 – Specification'

SCHEDULE 2 - PRICING SCHEDULE

See also separate document entitled "ID 3131618 - Pricing Schedule" which must be completed in full and uploaded into the Financial area in eTendersNI. The overall total from the Evaluation sheet in the Pricing Schedule must also be inserted into the relevant field in eTendersNI.

1. Invoicing Requirements

- All invoices shall be forwarded to the Supplies and Stores Unit (SSU) within ten working days, but not earlier than the date of completion to the Order Issuing Office.
- Payment for a part or parts of any order shall be at the discretion of the SSU.
- Department timesheets shall accompany all invoices. Invoices received without timesheets shall delay payment.

For management information purposes, Property Services Division SSU shall agree a dedicated code for each item on the pricing schedule with the Contractor following award of contract. These codes **must** be recorded on each invoice. Wherever possible the Contractor's code shall be adopted.

The code shall identify the following: -

- V1 Van & Driver Rate Normal Office Hours
- V2 Van & Driver Rate Outside Normal Office Hours
- P1 Portering Rate Normal Office Hours
- P2 Portering Rate Outside Normal Office Hours
- CH Crate Hire
- SSH Storage Space Hire
- LC Lost Crate Replacement

2. Characteristics of a valid Invoice

- (a) Contracting Authority/Client name ('Bill To' addresses – see table below)
- (b) The wording "Purchase Order" or "PO" followed by the 10 digit PO number
- (c) The invoice number
- (d) Payment terms
- (e) Invoice date / tax point
- (f) Contractor name, address, postcode and VAT registration number
- (g) Remittance name and address where this is different to (e) above
- (h) Goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value
- (i) The agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Contract (including where such invoice does not contain the relevant Quotation or Purchase Order number(s)) or which covers, or purports to relate to Goods and/or Services which have not been provided in accordance with the Contract. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

SCHEDULE 3 - CONTRACT MANAGEMENT/MONITORING SCHEDULE

As part of its contract management procedures, the Client will apply the Protocol for Managing Poor Supplier Performance contained in Annex D of [Procurement Guidance Note PGN 01/12 – Contract Management Principles and Procedures](#).

The Protocol sets out a series of five escalating stages to enable the Client to manage poor performance by Contractors.

At Stage 4, as an alternative to terminating the contract, a Notice of Written Warning can be issued to the Contractor.

At Stage 5, as an alternative to terminating the contract, a Notice of Unsatisfactory Performance can be issued to the Contractor.

If a Contractor has received more than one current Notice of Written Warning then CPD at its discretion, can consider the Contractor's exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 12 months.

If a Contractor is subject to a Notice of Unsatisfactory Performance then CPD, at its discretion, can consider the Contractor's exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 3 years.

A central Register of suppliers in receipt of current Notices and Terminations will be maintained by Construction & Procurement Delivery (CPD) and will be publicly available on its website. This Register will cover all procurements by bodies subject to [Northern Ireland Public Procurement Policy](#).

Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in CPD for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Certificate of Unsatisfactory Performance and this Contract may be terminated. The issue of a Certificate of Unsatisfactory Performance will result in the Contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the certificate.

The Contract will be monitored against the Key Performance Indicators (KPIs) outlined below.

Key Performance indicators	
KPI (1)	The Contractor is required to provide a lead-time delivery report to the Client within two working days of receipt of order.
KPI (2)	The contractor shall complete the works required within the start and finish times as stated on each order.
KPI (3)	Management information report shall be accurate in detail and returned to the Client at least 2 working days before the end of each month.
KPI (4)	All complaints must be resolved to the satisfaction of the Client within 20 working days
KPI (5)	All invoices shall be correct and contain the detail outlined within the Pricing Schedule.
KPI (6)	All invoices shall be forwarded within 10 working days, but not earlier than the date of completion to the Order Issuing Office.
KPI (7)	Contractor must provide the Client with a written report stating the number of their crates unavailable for collection after the initial rental period.

The Contractor shall provide Management Information against the KPIs to the Client 5 working days before the first 6 month formal review.

Future performance reviews will be carried out 12 months after the Commencement Date thereafter. The attached CM01 form will be used to provide feedback to the Contractor on their performance at each review.



ID 3131618 -
CM01.docx

SCHEDULE 4 - SOCIAL CONSIDERATIONS SCHEDULE

1.0 Background

The Northern Ireland Civil Service and its associated agencies, are committed to the promotion of social inclusion and equal opportunities as key objectives in the Sustainable Development Strategy for Northern Ireland as detailed in PGN 01/13 Integrating Social Considerations into Contracts. They are also committed to maximising the progression into the workforce of people who are long term unemployed and those leaving education and training, both as a way of maximising value for money from its investment in these services and to provide a skilled and productive workforce that can deliver future Government investment and help attract inward investment.

To help achieve these objectives and address the strategic aims, it is required that the successful Contractor will, as a condition of contract, deliver measureable social value outcomes as set out below.

2.0 Buy Social Delivery Plan

The Contractor is required to submit the Buy Social Delivery Plan included in Schedule 4 Annex A, at the end of this section, within 4 weeks of contract commencement, setting out how they will deliver the requirements in 3.0 – 16.0 below.

The Contractor shall deliver the services in accordance with this Schedule and their submitted Buy Social Delivery Plan hereto unless otherwise agreed with the Authority, at the Authority's discretion.

The Authority may request an updated Buy Social Delivery Plan at interims throughout the contract, to take into account the invoiced contract value, the Contractor's delivery of social considerations during the period reported on and the Contractor's forecasted delivery of social considerations.

3.0 Social Considerations

The Contractor must provide social considerations to a minimum value of 100 Buy Social points for every £1 million (and pro-rata) in invoiced value. The social considerations which are eligible for inclusion on this contract are outlined at clauses 3.1 – 8.0

The Contractor may provide a mix of all eligible social considerations as outlined at clauses 3.1 – 8.0, or may provide only one or a subset of the eligible social considerations, based on business need and providing the overall social considerations deliver a minimum value of 100 Buy Social points for every £1 million (and pro-rata) in invoiced value..

The Contractor can deliver social considerations throughout the contract, based on business need, providing the overall social consideration requirement as outlined in this Schedule is delivered within the lifetime of the contract.

3.1 The social considerations as outlined below carry the following amount of Buy Social points:

Social consideration	Amount	Buy points (pro-rata)	Social (pro-rata)
Targeted Recruitment and Training			
- for a New Entrant Trainee	52 person weeks of FTE	75	
Unwaged work experience placements			
- for people who are considered to be disadvantaged in the labour market	4 weeks of FTE	20	
Health and Wellbeing policy for existing employees working on the contract	1 policy	30	
Skills Development policy for existing employees working on the contract	1 policy	30	
Use of at least one social enterprise in the supply chain (in relation to work carried out on this contract)	1 social enterprise	30	

4.0 Targeted Recruitment and Training

4.1 New Entrant Trainee Opportunities

The delivery of paid employment for New Entrant Trainees:

- that meet the New Entrant Trainee eligibility as set out at clause 4.2.

New Entrant Trainees have an employment contract with the Contractor or its sub-contractors, where the definition of a person-week is the equivalent of one person working for 5 days either onsite, or through a mix of work and training. Each New Entrant Trainee vacancy must be notified to Jobcentre Online (www.jobcentreonline.com) and one or more organisations registered on the Buy Social website (www.buysocialni.org/contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

4.2 New Entrant Trainee eligibility

For a person to qualify as a New Entrant Trainee, the Contractor must ensure that they satisfy one of the following categories:

- a person who is in education or has left education in the last 12 months and is seeking employment; or
- a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or

- a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment; or
- a person who has become unemployed due to the Covid 19 pandemic; or
- a person who is an existing New Entrant Trainee known to the Contractor that is seeking a new position to complete their New Entrant period, or another person accepted as a New Entrant Trainee by the Authority, at the Authority's discretion.

4.3 New Entrant Trainee categories

Once recruited, New Entrant Trainees must be assigned one of the categories below for the purposes of monitoring. Each New Entrant Trainee can be counted for either up to 104 weeks or up to 52 weeks, depending on their circumstances.

- a) an **apprentice** who is undertaking a paid apprenticeship, registered within the Apprenticeships NI programme or an equivalent scheme, or a **professional trainee** who is registered with an appropriate professional body can be counted as a New Entrant Trainee for up to 104 weeks;
- b) a **student** working towards a primary or post-graduate degree that is required by a university or college to undertake a placement in industry to gain relevant training and experience through paid employment, or an **other trainee** can be counted as a New Entrant Trainee for up to 52 weeks.

4.4 New Entrant Trainee Training

Each New Entrant Trainee must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform;
- asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills; and
- supported in undertaking training e.g. through flexible working arrangements, where practicable.

The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

5.0 Unwaged work experience placements

The delivery of unwaged work experience placements for: people who are considered to be disadvantaged in the labour market or at risk of social exclusion. This can include people with a disability, Looked After Child/care leaver, lone parents, young people who are Not in Education, Employment or

Training (NEET), people with an offending background or facing other disadvantage as agreed with the Authority;
The Contractor is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

6.0 Health and Wellbeing for existing employees

The development of a policy and procedures to promote and support the health and wellbeing of employees engaged on this Contract. This should be provided within 60 days of contract award and at a minimum should include:

- measures to enhance employee engagement levels;
- measures to promote and support physical health of employees;
- measures to promote and support mental wellbeing of employees;
- measures to promote the continuous professional development of employees engaged on the Contract; and
- measures to promote equality, diversity and inclusion.

The Contractor shall submit an annual progress report to the Client. The report shall be in writing and shall detail the steps taken by the Contractor and its subcontractors (if any) to implement the health and wellbeing policy and procedures on the Contract.

7.0 Skills development for existing employees

The development of a policy and procedure to promote and support the development of the employees engaged on this contract. This should be provided within 60 days of contract award and at a minimum should include:

- Having processes in place to provide opportunities for all employees without Level 2 qualifications to develop and achieve essential skills qualifications in literacy, numeracy and ICT.
- Having processes in place to promote career development, particularly for those who were considered to be disadvantaged;
- Providing opportunities for progression; and supporting employees who are undertaking skills development or management courses.

The Contractor shall submit an annual progress report to the Client. The report shall be in writing and shall detail the steps taken by the Contractor and its subcontractors (if any) to implement the skills development policy and procedures on the Contract.

8.0 Use of social enterprises in the supply chain

The use of social enterprises in the supply chain, in relation to any subcontracting or other business opportunities available as a result of this contract. The Contractor should ensure this is a meaningful opportunity for the social enterprise. A directory of social enterprises can be found at www.buysocialni.org.uk/directory.

Any action taken by the Authority or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

General requirements

9.0 Maximising employment opportunities

All employment vacancies on the contract are to be notified by the Contractor to www.jobcentreonline.com and one or more organisations registered on the Buy Social website (www.buysocialni.org/contractors/find-a-broker/) and other agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

10.0 Security clearance

The Contractor shall obtain security clearance for all New Entrant Trainees and persons visiting the workplace in relation to work experience to the same standard as all other personnel involved in the contract in accordance with the Contract Information.

11.0 Data Protection

Where the Contractor has selected to provide recruitment and training opportunities for New Entrant Trainees the following Data Protection arrangements will apply.

A Data Protection Consent Form (as provided) must be completed by each person in the Contractor's Buy Social Monitoring Report and therefore counted towards the Buy Social target for the contract. Consent shall be provided on a voluntary basis and can be withdrawn by the New Entrant Trainee at any time (as noted within the Data Protection Consent Form). Completed Consent Forms must be sent to the Strategic Investment Board. Notwithstanding the above, the Contractor shall ensure it satisfies itself in respect of its obligations under the Data Protection Act 2018 (as may be amended from time to time) and the General Data Protection Regulation (GDPR) (Regulation (EU 2016/679)).

The Contractor, at contract award, shall enter into a Data Processing Agreement with the Strategic Investment Board. This is to enable the sharing of personal information (provided in the Buy Social Monitoring Report) from New Entrant Trainees, for the purposes of checking and verification.

12.0 Health and Safety

It is the responsibility of the Contractor to ensure that persons recruited or otherwise visiting the worksite in relation to the social consideration requirements has or is supported to obtain the necessary health and safety accreditation or other appropriate measures and appropriate personal protective equipment if necessary.

13.0 Costs

The Contractor shall deliver the social considerations within their tender sum and any New Entrant Trainees recruited should be supported so that they contribute positively to the contract.

14.0 The Authority's Support Activities

Organisations delivering employability, education and skills training are listed on the Buy Social website (www.buysocialni.org/contractors/find-a-broker/) established for the purpose of helping contractors identify New Entrant Trainees and other social consideration participants. However, this action does not comprise or imply any promise on the part of the Authority or their agents to provide suitable services. Responsibility for sourcing New Entrant Trainees and other social consideration beneficiaries remains with the Contractor.

Any action taken by the Authority or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

15.0 Sub-contractors

It is the Contractor's responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve the Authority's social consideration requirements.

16.0 Monitoring Information

The Contractor shall provide a completed Buy Social Monitoring Report every month using the Buy Social online monitoring system. The Authority retains the right to request interim reports.

This Report will include, **subject to the initiatives selected for delivery by the Contractor and Data Protection**

- the value of services invoiced to date;
- a listing of all of the New Entrant Trainees that have been engaged on the contract, their status (apprentice, student/professional trainee or other trainee), and the number of FTE weeks they have delivered since their employment/engagement;
- information on any special factors that have influenced the delivery of the New Entrant Trainee person-weeks;
- the number of weeks of unwaged work experience delivered and details of disadvantaged criteria;
- confirmation that a health and wellbeing policy has been developed and submitted;
- confirmation that a skills development policy has been developed and submitted;

- details of a social enterprise that has been used in the supply chain; and,
- the actions being undertaken to address any problems identified.

The Contractor shall provide all information necessary, including obtaining it from subcontractors and agencies, and cooperate with the Authority's Project Manager to review progress on delivering the overall social consideration requirements.

Annex A – Buy Social Delivery Plan



Buy Social Delivery
Plan - Furniture Ren

SCHEDULE 5 - SECURITY SCHEDULE

Baseline Personnel Security Standard using a Basic Disclosure

The main Contractor shall ensure that only personnel (whether employed directly or as a sub-contractor) that have been security cleared to the minimum requirement of Baseline Personnel Security Standard (BPSS) – Basic Disclosure, carry out work associated with this Contract. (Personnel who have a valid Standard or Enhanced Disclosure Certificate will also meet the requirement. The Contractor should note that when submitting an Enhanced Disclosure Certificate for a role that is not a regulated activity, permission should be sought from the individual). It should also be noted that a Disclosure Certificate itself is not a clearance, but forms part of the BPSS check to obtain clearance.

In order to obtain the required security clearance, the Contractor shall complete the Security Clearance Application Form which DoF's NICS HR will issue to the main Contractor upon notification of award. The Contractor is to obtain and pay for a Criminal Record Disclosure Certificate for each individual. The completed Security Clearance Application Form as well as a verified copy of the Criminal Record Disclosure Certificate must be submitted by hard copy to NICS HR Vacancy Management, 1st Floor, Orchard House, 40 Foyle Street, Londonderry, BT48 6AT.

In order to obtain the Basic Criminal Record Disclosure Certificate for each individual, the Contractor shall:-

- Direct the individual to complete an e-application for a Basic Disclosure [BD] through AccessNI on-line. The AccessNI Applications page and guidance can be accessed on the NI Direct website, <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications.htm>.

- Once received from the individual, the Contractor should submit a verified copy of the Basic Disclosure Certificate and the Security Clearance Application Form by hard copy for each individual to NICS HR (Disclosure Certificates forwarded by individuals will not be accepted).

Where an individual already has a Basic Disclosure Certificate, but it is more than 6 months since the Certificate was issued by AccessNI, the Contractor shall submit an 'Update/Change in Personal Circumstances Form' with the verified copy of the Disclosure Certificate. Where a period in excess of 12 months has elapsed since the issue of a Disclosure Certificate, a new Disclosure Certificate will be required.

In addition to the Security Clearance Application Form and verified copy of the Basic Disclosure Certificate the Contractor shall submit the following documents for each individual as part of the Baseline requirements, if applicable:-

- 'Update/Change in Personal Circumstances Form'. This form is also to be submitted by the Contractor for each individual when there has been a material change in their personal circumstances, e.g. criminal convictions; change of address; change in employment; or
- A Statement of Disclosure form, this form should only be submitted by individuals that have criminal convictions on their Criminal Record Disclosure Certificate. This form provides the individuals with an opportunity to provide mitigating information they may wish to be taken into account in assessing their suitability.

(These forms can be obtained from NICS HR by emailing resourcingchr@finance-ni.gov.uk).

NICS HR will advise the Contractor of those individuals who have been granted security clearance and who may therefore be involved in work associated with

the Contract. Individuals not granted security clearance from NICS HR should not attempt to gain access to any site, or undertake any work associated with this Contract. Clearance will remain valid for a period of three years or until the end of the Contract (whichever is first) and it is the Contractor's responsibility to ensure accurate records are kept and that valid clearance is maintained for the duration of the Contract.

All costs associated with security clearance must be included for in the tendered price.

National Security Vetting – Counter Terrorist Check

The Contractor shall ensure that only personnel that have been security cleared to Counter Terrorist Check/Security Check/Developed Vetting (CTC/SC/DV) level carry out work on this Contract. It is anticipated that up to 6 staff require to be cleared to this level.

In order to obtain the required security clearance the Contractor shall:-

- Request a Security Clearance Application Form from NICS HR by sending an e-mail to resourcingchr@finance-ni.gov.uk
- Complete and return with appropriate copies of the required identification documents to NICS HR who will arrange to set up an account with UKSV portal.

On receipt of a recommendation from UKSV, NICS HR will advise the Contractor of those individuals who have been granted security clearance and who may therefore be involved in work associated with the Contract. Individuals not granted security clearance from NICS HR should not attempt to gain access to any site, or undertake any work associated with this Contract. Clearance will remain valid for a period of three years and it is the Contractor's responsibility to ensure accurate records are kept and that valid clearance is maintained for the duration of the Contract.

**SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA
SUBJECTS – NOT USED**

SCHEDULE 7 - JOINT CONTROLLER AGREEMENT – NOT USED