

**COMMERCIAL CONDITIONS OF CONTRACT
FOR SERVICES CONTRACTS**

Collaborative Grounds Maintenance

ID 5027710

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:

“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.
“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.
“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.

2.0 Contract Period

- 2.1 The Contract shall take effect on the Commencement Date and shall continue until the end of the Contract Period.
- 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 twenty four (24) Months commencing from the Initial Contract Period Expiry Date (the “First Extension Period”).

- 2.2.2 Thereafter, the Parties may agree in writing to extend the Contract for one (1) further period of up to and including twelve (12) Months beyond the end of the First Extension Period provided that the Client gives notice in writing, no later than six Months before the expiry of any current contract extension period, to invite the Contractor to agree to accept the proposed extension.
- 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, 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 Contractor 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 ten million pounds (£10,000,000); 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 one hundred and fifty percent (150%) 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

- 14.1 The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than one million pounds (£1,000,000) for each individual claim or such higher limit as the Client may reasonably require (and as required by law) from time to time. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

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 NOT USED

24.0 NOT USED

SCHEDULE 1 - SPECIFICATION SCHEDULE

Please see separate document – ID 5027710 - Specification

SCHEDULE 2 - PRICING SCHEDULE

See also separate document entitled "Pricing Schedule"

Invoicing arrangements for the Contract

The Client shall require the Contractor to establish invoicing arrangements at a site level or Business Area basis or grouped billing by Departmental / Public Body. After award of contract the Contractor is required to liaise directly with the Client to establish the invoice arrangements. Please note the below information is for AccountNI users those outside of AccountNI will have their own invoicing arrangements to be agreed following the award of contract.

1. Invoicing Requirements

Account NI's predominant, preferred method of invoicing is via e-invoicing which aims to ensure suppliers receive faster payments, reduce invoice processing costs, automate invoice processing and see fewer rejected invoices. If not already onboarded to e-invoicing, upon completion of award of tender please contact the e-invoicing team at einvoicinginfo@accountni.gov.uk to start the process of on-barding to the ANI e-invoicing solution.

To meet the requirements of e-invoicing:

- (a) Invoices must be provided in structured pdf format via email. The majority of financial systems will facilitate structure pdf output. If however the accounting system cannot produce a structured/tagged PDF directly, various other suitable methods are acceptable, including, e.g.
 - PDF printer driver software such as CutePDF or Bullzip.
 - MS Office has a facility to generate structured/tagged pdfs.

- (b) Invoices and credit notes should be issued directly via email from the supplier's accounting system to einvoicing@accountni.gov.uk
- (c) Invoices must quote a valid ANI PO number. (Note: valid Account NI order numbers are 10 digits in length and begin 6xxxxxxxx).
- (d) Invoices received in ANI without a Purchase Order number from an on-boarded supplier will be returned directly to the supplier.

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 (f) 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)

Department	Departmental 'Bill To' addresses to quote on your invoices
Department of Agriculture, Environment and Rural Affairs	Account NI – DAERA PO Box 1190 Belfast BT1 9JE Purchase Order Number: 618xxxxxxxx
Department of Education	Account NI – DE PO Box 1193 Belfast

	BT1 9JH Purchase Order Number: 617xxxxxxx
Department for the Economy	Account NI - DFE PO Box 1148 Belfast BT1 9FU Purchase Order Number: 613xxxxxxx
Department of Finance	Account NI - DOF PO Box 1120 Belfast BT1 9FZ Purchase Order Number: 610xxxxxxx
Department for Infrastructure	Account NI - DFI PO Box 1207 Belfast BT1 9JW Purchase Order Number: 621xxxxxxx
Department for Communities	Account NI – DFC PO Box 1176 Belfast BT1 9HT Purchase Order Number: 615xxxxxxx
Department of Justice	Account NI – DOJ PO Box 403 Belfast BT1 9PG Purchase Order Number: 623xxxxxxx
Public Prosecution Service	Account NI – PPS PO Box 405 Belfast BT1 9PH Purchase Order Number: 624xxxxxxx
Northern Ireland Office	Account NI – NIO PO Box 2196 Belfast BT1 9YG Purchase Order Number: 625xxxxxxx
The Executive Office	Account NI – TEO PO Box 1119 Belfast BT1 9FY Purchase Order Number: 611xxxxxxx

3. Suppliers that are unable to meet the requirements for onboarding to invoicing should email their invoices directly to Account NI at the following address:- invoices@accountni.gov.uk

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

Introduction

If a Contractor has received more than one current Notice of Written Warning Construction and Procurement Delivery (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 Construction and Procurement Delivery (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](#).

1. GENERAL CONTRACT MANAGEMENT AND MONITORING

It is essential to the delivery of this Contract that the Contractor has a robust management structure in place to ensure that all performance and day to day contractual matters can be resolved as early as possible so that services to this Contract are not disrupted.

By commencement of the Contract, the Contractor must appoint a Contract Manager who will be responsible for all day to day contractual matters in the delivery of these services.

Any shortfall in service provision whether resultant in any financial cost to the Client or otherwise, will be the sole responsibility of the Contractor and will incur reimbursement to the Client as set out in the Terms and Conditions of Contract.

2. Performance & Contract Management Review Meetings

The Contractor will be required to participate in any annual Performance and Contract Management reviews. The Client will appoint a Contract Manager to oversee the day to day management of the contract. The Contract Manager will be first point of contact for all contractual issues and will meet with the Contractor on a regular basis. The Contractor must ensure that suitable representatives attend all contract review meetings as and when required.

3. Contract Monitoring – Periodical Performance Review

A Contract Monitoring Form (CM01) at Annex B will be completed by the Client 6 months following contract commencement and annually thereafter to capture the Contractor's performance. The Client may adjust the frequency of these review periods during the life of the Contract depending on the Contractor's performance across the Contract. The Contractor's performance, including any poor performance or areas for improvement will be captured on the CM01 form and scored accordingly. The completed CM01 will be issued to the Contractor and CPD prior to scheduled contract review meetings.

The Contractor's performance is measured against a Satisfaction Indicator Scale as outlined on the CM01 form at Annex B below.

Where a 2,1,0 is assigned to a particular indicator, the Contractor will be required to undertake a root cause assessment and submit to the Client Contract Manager for review and agree measures to improve performance.

Where the Contractor wishes to query or contest any scores and/or comments they must do this in writing to the Contract Manager within 5 working days detailing their reasons. The scores and comments will be reviewed based on evidence presented by the Contractor and that held by the Client.

The Client reserves the right to adjust weightings, remove and introduce new performance measures to these forms during the Contract Term.

Performance Satisfaction Indicator Scale

Where performance has been identified as **acceptable, good or excellent**, no further action will be required unless the Client identifies and advises the Contractor of some minor improvements.

Where performance has been identified as **below acceptable, poor or unacceptable**, the Contractor will be required to undertake a root cause assessment of the performance issues and submit detailed remedy plans to the Client on how performance will be improved. This must be submitted to the Contract Manager within 5 working days. The Contractor shall commit to improve its performance within 1 month from receipt of the plan.

Where performance is not improved from **below acceptable, poor or unacceptable**, after one month the matter will be immediately escalated by the Client and CPD. The Contractor will automatically be issued with a formal letter of unsatisfactory performance and will be required to remedy any deficiencies in contract performance within 10 working days or other such period as directed by the Client. Where there is no improvement in performance in the next review period the Contractor will be issued with a second formal letter of unsatisfactory performance. At this stage a poor performance meeting will be arranged with the Contractor, Client Senior Management and CPD.

Again the Contractor will be required to remedy any deficiencies in contract performance within 10 working days or other period as directed by the Client.

If performance does not reach an acceptable standard after 3 consecutive months the Client may exercise its right depending on the gravity of the issue to terminate all or part of the Contract in accordance with the Terms and Conditions or introduce other comparable sanctions in lieu of termination.

4. REPORTING REQUIREMENTS AND KPIS

4.1 Each Client will be responsible for managing the day to day operations of the Contract. Issues arising from poor performance will be managed by the Client's Site Representative directly with the Contractor.

4.2 The Contractor will provide Clients with monthly Management Information (MI) Reports to monitor the Contract.

4.3 Management Information

Typical MI required by the Client will include, but is not restricted to –

- Total value/volume of business transacted clearly showing servicing costs.
- Summary report for each site as agreed with the Client which provides details of the completed visits – this should be a 'live' summary, updated throughout the Contract period as a record of servicing completed. The summary should include:-
- Location of work and tasks completed.
- Date of each visit recorded for each Contract year as applicable to the period of the report. Details of any additions/deletions/amendments to the schedule. Confirmation that the job has been completed or details of any outstanding work/issues/remedial work required.
- Details of tasks not completed including the reason.
- Summary report for each site which provides details of callouts - this should be a 'live' summary, updated throughout the Contract period as a record of callouts completed. This summary should include:-
 - o Contract Details, Contractor/Order/Job Number/Period of Contract.
 - o Location of work and tasks completed
 - o Type of Call, Emergency/Non-Emergency.
 - o Date and time call received/ time on site/actual response time.
 - o Detail of work carried out and time to complete.

- o Cost of callout – These figures should be broken down to clearly define call-out cost, labour and details of any materials required.
- o Confirmation that the job has been completed or details of any outstanding work required.

4.4 Monthly reports will be standard, however the Client may request to change the frequency and format of these reports.

4.5 The Contractor will be required to make allowance to meet with the Client when required to receive new instructions and to confirm the services which are completed.

4.6 As part of Contract management the Contractor may also be required to attend review/progress meetings with the Client, where performance and all other issues pertaining to the Contract will be discussed. The Management Information provided may also be discussed.

4.7 The Contractor shall provide information in regard to potential savings that could be made by improvement in current processes.

4.8 The Key Performance Indicators for the Contract are outlined in Annex A to this schedule.

Using these KPIs, the Contractor shall: -

- Develop clear operating procedures for staff to ensure service standards are understood, maintained and recorded on a daily basis;
- Establish management information systems to capture and record information in support of performance monitoring and to enable regular robust performance reporting; and
- Provide monthly performance reports to the Client's Site

Representative.

4.9 The Contractor's performance shall be measured on a monthly basis by the Contractor and the Client's representative and recorded and scored using the Monthly KPI Assessment Form at Annex A. The following scoring guide will be used.

4.10 The Contractor shall strive to achieve all expected performance levels. Where awarded figures indicate a level of service that is below the required performance level for the Contract, the Contractor shall perform the remedial actions necessary to bring the services to the required performance level. Where the figure awarded deviates below the acceptable performance level, the Client shall detail that item(s) on the Monthly Contract Monitoring sheet and agree with the Contractor the remedial action(s) required ensuring standards are met.

Review meetings will be scheduled with the Client's Representative and the Contractor at the request of the Client. It is anticipated that these meetings shall be held at least quarterly, however they may be requested at more regular intervals in the event of poor performance. The meeting will review the performance across the previous three months and will look at the summarised management information for this period. The meetings will also be used to investigate the potential for savings or to improve efficiency or performance.

From time to time the Contractor will be required to produce management information or data relating to contract delivery and will provide this as requested by the Client's Representative or by CPD.

In the event that complaints cannot be resolved between the Client's Site Representative and the Contractor, the Client's Site Representative will escalate this to a Contractor's next escalation point for resolution. Representative to resolve. The Contractor shall meet the Client's Representative and provide a report on the complaint and provide a detailed plan on the appropriate action required to resolve issues to ensure compliance with the specification schedule. If the issue remains unresolved the Client's Representative shall contact CPD who

will review the complaint and advise how the matter is progressed.

ANNEX A – Monthly (KPIs) Assessment Form

Scoring Guide
Excellent; Contractor performance exemplary with no issues
Good; Contractor performance was good in this area (some minor issues but not serious)
Acceptable; Contractors Performance was satisfactory (some areas of improvement required but not serious)
Below Acceptable; Contractors performance was below satisfactory (improvement is required in this area)
Poor; Contractors performance was poor in this area (immediate improvement is required). Close Monitoring required.
Unacceptable; Contractor has failed to deliver the requirements (immediate improvement is required and corrective actions put in place). Contractor formally advised

KPI No	Area	Key Performance Indicator	Measurement	Scored 0-5
1.	Delivery of service standards – Grounds Maintenance	All premises kept to the required standards as per the specification schedule.	Report from Contractor and Local Client’s Representative.	Scored 0-5
2.	Delivery of service attendance – Grounds Maintenance	Contractor attending sites at regular intervals to keep premises at required standard.	Report from Contractor and Local Client’s Building Representative.	Scored 0-5
3	Invoicing Arrangements	The Contractor has provided invoices in a timely manner and invoices include full breakdown of services provided.	Report from Contractor and Local Client’s Representative	Scored 0-5

KPI No	Area	Key Performance Indicator	Measurement	Scored 0-5
4.	Reporting (frequency as agreed with Client)	The Contractor must provide a audit check report for each site where Grounds Maintenance Services have been delivered. This report must include detail on their performance against the site KPIs. The Contractor shall provide the report in the agreed format and must be completed at the frequency agreed with the Client.	Report from Contractor and Local Client's Building Representative.	Scored 0-5
5	On-Call facility	All Contractor's staff respond to call-outs as per specification schedule and in a timely manner	Report from Contractor and Local Client's Representative	Scored 0-5

Annex B - Monitoring Form (CMO1)

Contract Title: _____ Contract Ref: _____

Monitoring period _____ Contractor: _____

Scale of Satisfaction (Performance Area)	
5	Excellent; Contractor performance exemplary with no issues
4	Good; Contractor performance was good in this area (some minor issues but not serious)
3	Acceptable; Contractors Performance was satisfactory (some areas of improvement required but not serious)
2	Below Acceptable; Contractors performance was below satisfactory (improvement is required in this area)
1	Poor; Contractors performance was poor in this area (immediate improvement is required). Close Monitoring required.
0	Unacceptable; Contractor has failed to deliver the requirements (immediate improvement is required and corrective actions put in place). Contractor formally advised

KPI	Description	Weighting A	Scale of Satisfaction B	Weighted Score A x B	COMMENTS as appropriate (use back of sheet if necessary)
1	Delivery of Service Standards	10			
2	Delivery of Service Attendance	10			
3	Invoicing Arrangements	10			
4	Reporting	10			
5	On-Call Facility	10			
	Any other comments you wish to make not covered by the above headings				
Total Score					

Name of Person Completing Assessment..... Office..... Telephone No..... Date.....

SCHEDULE 4 - SOCIAL CONSIDERATIONS SCHEDULE

1.0 Background

In accordance with the [Procurement Policy Note \(PPN\) 01/21 \(Scoring Social Value Policy\)](#), this contract will deliver measurable social value outcomes.

2.0 Social Value Delivery Plan

The Supplier shall deliver the services in accordance with this Schedule and their Social Value Delivery Plan and methodology submitted at tender stage, unless otherwise agreed with the Authority, at the Authority's discretion.

The Authority may request an updated Social Value Delivery Plan at interims throughout the contract, to take into account any increases in the contract value, the Supplier's delivery of social value initiatives during a specific period and the Supplier's forecasted delivery of social value initiatives.

3.0 Social Value

The Supplier must deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged invoiced value of £3 million per annum. The social value initiatives which are eligible for inclusion on this contract are outlined at clause 3.1 - 4.4.

The Supplier may provide a mix of all eligible social value initiatives as outlined at clause 3.1 - 4.4, or may provide only one or a subset of the eligible social value initiatives, based on business need and providing the social value initiatives deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged invoiced value of £3 million per annum.

The Supplier can deliver social value initiatives throughout the contract, in line with the timeframes set out in the Supplier's methodology submitted at tender stage, providing the overall social value requirement as outlined in this Schedule is delivered within the lifetime of the contract.

The Supplier must only count towards their Social Value points target those activities that have been delivered as a direct result of the social value requirements set out in this Schedule.

3.1 Social Value Points Matrix

Details of the number of points that each social value initiative generates can be found here:

THEME 1: Increasing secure employment and skills					
PFG OUTCOMES	SOCIAL VALUE INDICATOR	SOCIAL VALUE INITIATIVES	AMOUNT	SOCIAL VALUE POINTS (pro rata)	
<ul style="list-style-type: none"> • Our economy is globally competitive, regionally balanced and carbon-neutral • We have an equal and inclusive society where everyone is valued and treated with respect • Everyone can reach their potential • People want to live, work and visit here 	1.1 Create employment, retraining and other return to work opportunities for those furthest from the labour market	Paid employment	52 person weeks FTE	75	
		Unwaged work placements	4 weeks FTE	10	
		Skills development and educational attainment	8 hours of support or training	10	
		1.2 Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas	Paid employment	52 person weeks FTE	75
		1.5 Increase the representation of disabled people in the contract workforce	Paid employment for people with a disability	52 weeks FTE	90
			Unwaged work placements for people with a disability	4 weeks FTE	15

		Positive Action Outreach	8 hours of outreach	10
	1.6 Support disabled people to develop new skills and recognised qualifications	Skills development and educational attainment for a person with a disability	8 hours of support or training	15
		Unwaged work placements for people with a disability	4 weeks FTE	15

4.0 THEME 1: INCREASING SECURE EMPLOYMENT AND SKILLS

This theme aims to create employment and training opportunities, contribute to in-work progression and skills development, create opportunities for entrepreneurs and support economic growth.

4.1 Indicator 1.1 – Create employment, re-training and/or other return to work opportunities for those furthest from the labour market

4.1.1 Paid Employment Opportunities

The delivery of paid employment for people who face barriers to employment.

The Supplier 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
- people who are long-term unemployed¹
- people who have a disability and are seeking employment
- people who are located in deprived areas and are seeking employment
- people who are underrepresented and new to the sector and are seeking employment
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion

¹¹ 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.

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

Each employment vacancy must be notified to JobApplyNI (www.jobapplyni.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.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.

4.1.2 Support and Training

Each beneficiary 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;
- supported in undertaking training e.g. through flexible working arrangements, where practicable;
- supported in developing soft skills relevant to the workplace (e.g. communication, teamworking, time management, problem-solving etc.).

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

4.1.3 Unwaged work placements

The delivery of unwaged work placements for:

- people who face barriers to employment and/or who are located in deprived areas. This can include for example, people who are long-term unemployed, people who are located in deprived areas, people

who have a disability and people who are underrepresented in the contract's workforce.

The Supplier is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

Each unpaid work placement opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

4.1.4 Skills development and educational attainment

The delivery of skills development and educational attainment support in areas related to the contract to an education provider or organisation within the Voluntary, Community and Social Enterprise sector to aid the career development of:

- people who are considered to be disadvantaged in the labour market or at risk of social exclusion. This can include for example, people who are long-term unemployed, people who are located in deprived areas, people who have a disability and people who are underrepresented in the contracts workforce.

This support can include vocational talks, curriculum support, careers guidance, workplace visits, mentoring or as otherwise agreed by the Authority. The Supplier shall agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

4.2 Indicator 1.2 – Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas

4.2.1 Paid Employment Opportunities

The delivery of paid employment for people who face barriers to employment.

The Supplier 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
- people who are long-term unemployed²
- people who have a disability and are seeking employment
- people who are located in deprived areas and are seeking employment
- people who are underrepresented and new to the sector and are seeking employment
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

Each employment vacancy must be notified to JobApplyNI (www.jobapplyni.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/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.

4.2.2 Support and Training

Each beneficiary must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform;

²² 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.

- 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.
- supported in developing soft skills relevant to the workplace (e.g. communication, teamworking, time management, problem-solving etc.)

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

4.3 Indicator 1.5 – Increase the representation of disabled people in the contract workforce

4.3.1 Paid Employment Opportunities

The delivery of paid employment for people who have a disability and are seeking employment.

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

Each employment vacancy must be notified to JobApplyNI (www.jobapplyni.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/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.

4.3.2 Unwaged work placements

The delivery of unwaged work placements for people who have a disability and are seeking employment.

The Supplier is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

Each unpaid work placement opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

4.3.3 Support and Training

Each beneficiary 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;
- supported in undertaking training e.g. through flexible working arrangements, where practicable;
- supported in developing soft skills relevant to the workplace (e.g. communication, teamworking, time management, problem-solving etc.).

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

4.3.4 Positive action outreach

The development and delivery of a lawful outreach plan for positive action for the contract which aims to increase applications for employment and training positions on the contract from people who have a disability and are seeking employment. This can include the preparation of a positive action plan, attending meetings and developing partnerships with potential brokers who work with people who have a disability, the preparation and delivery of

engagement activities to people who have a disability, or other activities as agreed by the Authority, at the Authority's discretion.

You will find further information on lawful positive action from the Equality Commission for Northern Ireland [here](#). You will find further information on making your services accessible to disabled people [here](#). Further detailed guidance on developing and implementing lawful positive action outreach is available from the Equality Commission of NI:

[PositiveActionEmployerGuide.pdf \(equalityni.org\)](#)

4.4 Indicator 1.6 – Support disabled people to develop new skills and recognised qualifications

4.4.1 Unwaged work placements

The delivery of unwaged work experience placements for people who people who have a disability. The Supplier is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

Each unpaid work placement opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

4.4.2 Skills development and educational attainment

The delivery of skills development and educational attainment support in areas related to the contract to an education provider or organisation within the Voluntary, Community and Social Enterprise sector to aid the career development of people with a disability.

This support can include vocational talks, curriculum support, careers guidance, workplace visits, mentoring or as otherwise agreed by the Authority. The Supplier shall agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

5.0 THEME 3: DELIVERING ZERO CARBON

This theme aims to promote environmental benefits, influence environmental protection and improvement and work towards net zero greenhouse gas emissions.

THEME 3: Delivering Zero Carbon				
PFG OUTCOMES	SOCIAL VALUE INDICATOR	SOCIAL VALUE INITIATIVES	AMOUNT	SOCIAL VALUE POINTS
<ul style="list-style-type: none"> We live and work sustainably – protecting the environment Our children and young people have the best start in life 	3.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.	Environmental Action Plan for the contract	1 action plan	50
		Waste and Resource Efficiencies in the delivery of the contract	1 VCSE organisation	30
			1 Other Organisation	20
		Environmental Initiatives	8 hours of support or improvement	10

Indicator 3.1 – Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions

5.1 Environmental Action Plan and Practices

As set out in the Programme for Government, the Executive aim to develop a regionally-balanced economy that is globally competitive and carbon neutral and to build a place where everyone can reach their potential. The

Executive's Green Growth Strategy aims to ensure the sustainability of Northern Ireland's natural environment, while fostering the necessary conditions for innovation, investment and competition that can give rise to new sources of economic growth, while building resilient ecosystems. By doing so, we can create jobs, reduce carbon, enhance profitability, lower waste, increase efficiency and protect our environment and climate for future generations.

The Supplier will develop a sound proactive environmental approach in the delivery of this Contract, designed to minimise harm to the environment by:

- conserving energy and minimising carbon emissions and identifying opportunities to increase the amount of renewable energy used on the Contract;
- provision and use of energy efficient equipment in the delivery of the contract;
- minimising packaging and waste, and using compostable, reusable or recyclable options;
- phasing out the use of single-use resources, instead re-using (where possible), recycling or using recycled resources;
- including environmental requirements within sub-contractor supplier selection processes in relation to the contract
- promoting circular economy outcomes through extending the useful life, reusing, refurbishing and reconditioning products used to deliver this Contract;
- phasing out the use of ozone depleting substances and minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- raising awareness of the environmental impacts related to the Contract amongst the Supplier's workforce and encouraging environmentally conscious behaviours within the workplace including the use of sustainable methods of transport for commuting.

Within 90 days of contract award, the Supplier is required to provide the Authority with an Environmental Action Plan detailing their environmental

commitments in relation to this Contract. The Action Plan will set out the processes and actions that the Supplier will undertake to demonstrate that their activities in relation to this contract show a consideration to the environment and a commitment to continually reduce the Supplier's impact on the environment throughout its supply chain, including in relation to the extraction of raw materials for products provided as part of the contract.

The Action Plan must identify:

- the specific environmental initiatives that will be delivered including all relevant targets;
- timeframe for each initiative; and
- resources allocated to delivery of each initiative including overall ownership for the contract's Environmental Action Plan.

The Supplier shall submit an annual progress report to the Authority, detailing the progress made in relation to the Environmental Action Plan and setting out the quarterly actions for the year ahead. The report shall be in writing and shall detail the steps taken by the Supplier and its subcontractors (if any) to implement the environmental improvements on the Contract. The Authority reserves the right to request an updated progress report at interims throughout the contract.

5.2 Waste and Resource Efficiencies in the delivery of the contract

Moving towards a more circular economy will reduce our demand for virgin materials and reduce our greenhouse gas emissions, by keeping resources in use as long as possible, extracting maximum value from them, minimizing waste and promoting resource efficiency. Companies that manage their business waste efficiently achieve significant cost and energy savings. In doing so they also make a contribution to tackling climate change. Reuse, repair, remanufacture and recycle are key components of the circular economy with the focus being to retain as much value as possible in line with the waste hierarchy.

The Supplier will take measures to actively reduce waste and transfer business waste, unwanted materials and by-products (both bio-based and

technical materials) from the contract's supply chain to be reused, repaired recycled, reprocessed and repackaged by another organisation.

Reuse and repair organisations work to do more with less, to make better use of available resources and to reduce waste while promoting new forms of employment and tackling inequality. A directory of reuse and repair organisations can be found at www.ni-rn.com/reuse-and-repair-near-me/.

Invest NI's Resource Matching Service (<https://www.investni.com/support-for-business/resource-matching-service>) provide advice and guidance to help businesses achieve resource matching solutions specific to their resource and waste management needs.

Any action taken by the Authority or their agents to broker relationships between the Supplier 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 Supplier.

5.3 Environmental Initiatives

The delivery of environmental initiatives in areas related to the Contract designed to influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

Activities may include: delivery of training to the contract workforce to promote environmental awareness in the performance of the contract; partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives; volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact; supply chain events to raise awareness of environmental issues in relation to the contract; or equivalent initiative as agreed with the Authority, at the Authority's discretion. The Supplier shall agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/)

and/or equivalent agencies named by or agreed with the Authority for this purpose.

6.0 General requirements

6.1 Positive Action to maximise employment opportunities

All employment vacancies on the contract are to be notified by the Supplier to www.jobapplyni.com and one or more organisations registered on the Buy Social website (www.socialvalueni.org/Suppliers/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.

6.2 Security clearance

The Supplier shall obtain security clearance for all persons visiting the workplace in relation to employment, work experience or site visits to the same standard as all other personnel involved in the contract in accordance with the Contract Information.

6.3 Data Protection

Where the Supplier has selected to provide paid employment opportunities for people who face barriers to employment the following Data Protection arrangements will apply.

A Data Protection Consent Form (as provided) must be completed by each person in the Supplier's Social Value Monitoring Report and therefore counted towards the Social Value target for the contract. Consent shall be provided on a voluntary basis and can be withdrawn 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 Supplier 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 UK General Data Protection Regulation (GDPR).

The Supplier, 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 Social Value Monitoring Report) for the purposes of checking and verification.

The Supplier must only engage a Sub-processor, in relation to the Social Value requirements, with the prior consent of the Strategic Investment Board and must enter into a Data Processing Agreement with any Sub-processor with whom the information in the Supplier's Social Value Monitoring Report is shared.

6.4 Health and Safety

It is the responsibility of the Supplier 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.

6.5 Costs

The Supplier shall deliver the social value requirements within their tender sum (omitting any grants or other public funding that will be obtained to offset the costs of delivering the social value requirements).

6.6 The Authority's Support Activities

Organisations delivering activities relating to employability, education and skills training, environmental and health and wellbeing are listed on the Social Value Unit website (www.socialvalueni.org/Suppliers/find-a-broker/) established for the purpose of helping Suppliers identify social value beneficiaries and partners. 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 social value beneficiaries remains with the Supplier.

Any action taken by the Authority or their agents to broker relationships between the Supplier 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 Supplier.

6.7 Sub-contractors

It is the Supplier'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.

6.8 Monitoring Information

The Supplier shall provide a completed Social Value Monitoring Report every 6 months using the Social Value online monitoring system. The Authority retains the right to request interim reports.

The Supplier shall provide all information necessary, including obtaining it from sub-suppliers and agencies, and cooperate with the Authority's Project Manager to review progress on delivering the overall Social Value requirement.

The Supplier should not record any activities on the Social Value Monitoring Reports to the extent that they are delivered [wholly or in part] for a purpose other than satisfying the requirements specified in this Schedule.

SCHEDULE 5 - SECURITY SCHEDULE

Where the Client requires Contractor staff to be Baseline or other security level cleared, this will be confirmed by the respective client following award of contract.