



# User Guide



Framework 324F\_24 Issue 1

# Cash/Valuables Collection & Cash/Valuables in Transit (CViT) Services



**Framework Period:  
11 June 2024 to 10 June 2026**

ESPO, Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES

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### Issue No.1 – 11 June 2024

- This is the first issue.

A revised Issue number is allocated to the User Guide each time a service provider or pricing information is updated or an amendment is made to the User Guide. Please visit our website [www.espo.org](http://www.espo.org) to ensure you have the latest Issue number.

# Quick Start Guide



Framework 324F\_24 Issue 1

## Key facts...

**Framework ref:** 324F\_24

**Start date:** 11/06/2024

**End date:** 10/06/2026

**Extension option:**

Up to 10/06/2028

**FTS contract notice:**

2024/S 000-010304

**FTS award notice:**

2024/S 000-018594

**Collaboration:**

YPO (ESPO led)



This framework is available for use nationally



## Further Help or Questions?

Rachel Selwyn-Smith

0788 006 3251

[place@espo.org](mailto:place@espo.org)

## Quote reference

ESPO framework 324F\_24

We would like to hear your feedback on this framework and how you think we could improve it in the future.

## Cash/Valuables Collection and CViT Services

### Framework scope

This framework offers customers a quick, simple and competitive route to purchase a comprehensive range of cash/valuables collection and cash & valuables in transit services.

The service providers on this framework have been selected for their experience and ability to provide customers with a comprehensive range of services that combine quality and value and satisfy all cash/valuables collection and CViT service requirements.

This page is intended to provide you with an overview of what is available. Please refer to the full User Guide for more information.

### Who can use this Framework?

The framework is available for use nationally by any public body in the UK including, but not limited to...

- Local Authorities
- Educational Establishments (including Academies)
- Central Government Departments & Agencies
- Police, Fire & Rescue and Coastguard Emergency Services
- NHS and HSC Bodies, including Ambulance Services
- Registered Charities
- Registered Social Landlords
- The Corporate Office of the House of Lords, The Corporate Officer of the House of Commons
- Any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament.

### Benefits of using this Framework

- This framework is compliant with UK procurement legislation - we've done the work, so there's no need for you to run a full procurement process.
- Many prices have either stayed the same or decreased since the previous iteration of the framework
- Service providers listed on the framework were assessed during the procurement process for their financial stability, track record, experience and technical & professional ability.
- What you see is what you pay – there are no additional charges.
- Pre-agreed terms & conditions to underpin all orders so no need to worry.
- Social value benefits can be obtained

## What else can ESPO help you with?

This is one of over 200 frameworks that ESPO has established. If you have found this one useful then here are some examples of others that may be of interest:

- **347\_22 – Security Services**
- **509\_23 – Parking Management Solutions**
- **628\_23 – Security and Surveillance Equipment and Services**

Full details of our framework offer are available on the ESPO website [www.espo.org](http://www.espo.org)

[www.espo.org](http://www.espo.org)

You will also find a range of security equipment in the ESPO Catalogue which is available as either hard copy or via our website

[www.espocatalogue.org](http://www.espocatalogue.org)

ESPO can also undertake bespoke procurement exercises on your behalf. Please contact us to discuss your requirements.

## Service Providers

- **BDI Securities UK Limited**
- **G4S Cash Solutions (UK) Limited**
- **Kings Armoured Security Services Limited**
- **Security Plus Limited**

## How to use this Framework

**Step 1** - Complete the online Access and Confidentiality Agreement which can be found at Stage 2 of the 'Get Started' section on the ESPO website at the following link:

[Cash/Valuables Collection & Cash/Valuables in Transit \(CViT\) Services \(espo.org\)](http://www.espo.org)

**Step 2** - Review the User Guide to establish whether your needs can be met by a single service provider or whether you need to conduct a Further Competition. Section 5 contains more information on how to place an order. Typically smaller, more straightforward requirements can be met by one service provider, larger, more complex requirements will require a Further Competition to achieve the best supply solution.

If you decide that a single service provider can meet your requirements based on the pricing and/or other information provided in the User Guide simply place an order with that service provider. A template order form is available for you to use at Appendix 3 of the User Guide.

If you decide you need to conduct a Further Competition you may do so by seeking quotations from **all** of the service providers that are able to meet your requirements in your particular location. More specific details on how to conduct a further competition can be found in Section 5 of the User Guide.

**Please quote ESPO framework reference 324F\_24 on all correspondence.**

## About ESPO and our frameworks

ESPO is a local authority owned purchasing and supply consortium. It is jointly owned by the county councils of Cambridgeshire, Leicestershire, Warwickshire, Lincolnshire and Norfolk and city council of Peterborough.

We have over 40 years of experience in public sector procurement. All of our frameworks are let in full compliance with UK procurement regulations (and the EU procurement directive).

ESPO is a not for profit, self-funded organisation. ESPO recovers its overheads by means of a retrospective rebate from the service providers. The rebate levied averages less than 1% of framework turnover.

ESPO's specialist buying teams have extensive experience of providing high quality procurement solutions to the public sector on a nationwide basis.

At ESPO we use our expertise to work with our strong and varied supply chain to bring you the best value procurement solutions possible.

This framework has been established through a collaborative procurement exercise undertaken by ESPO and YPO. ESPO are acting as a contracting organisation and YPO as a support organisation.

## 2. Services available via this framework

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The framework is essentially a select list of service providers, all with a proven and successful track record of delivering cash/valuables collection and CViT services, from whom customers may set up supply arrangements quickly and simply. The framework offers the following lots:

### Lot 1 - Cash/Valuables Collection & CViT Services from premises or buildings

Lot 1 covers services as follows:

- 1) Collection with next day depositing at an approved cash/cheque/valuables receiving facility. (Depositing to a nominated High Street Bank should be available if requested by Customer and allowed by the nominated Bank)
- 2) Collection with same day onward delivery to a collection point. This service requires a collection to be made from a scheduled collection point, and then delivered 'unprocessed' the same day to another collection point within the customer's collection schedule
- 3) Processing charges for cash collections
- 4) Change float services on either a scheduled or ad-hoc basis, to a specified collection point

### Lot 2 - Cash Collection & Cash in Transit Services from parking machines

Lot 2 covers services as follows:

- 1) Collection with next day depositing at an approved cash/cheque/valuables receiving facility. (Depositing to a nominated High Street Bank should be available if requested by Customer and allowed by the nominated Bank)
- 2) Collection with same day onward delivery to a collection point. This service requires a collection to be made from a scheduled collection point, and then delivered 'unprocessed' the same day to another collection point within the customer's collection schedule
- 3) Processing charges for cash collections

The feasibility of service options 1 and 2 in each of Lots 1 and 2 is obviously dependant on the time of day the collection is made and the processing required (if any), and therefore consideration should be made by both parties when producing the collection schedule and agreeing contract services.

Under sections 1 and 2 of Lots 1 and 2 there are two collection options:

- a) **Standard Collection** – means the collection made during normal working hours, Monday to Friday 9am to 5pm, from a collection point as part of the agreed collection schedule.
- b) **Emergency Collection** means a one-off collection, within normal working hours, requested by the customer (by use of an amendment request form) from an authorised collection point. Service providers shall endeavour to undertake the collection(s) within 24 hours of the request being received from the customer.

**Note:** Remedial collections (a collection that is made due to a standard collection being missed by the service provider for any reason) and the collection of cheques at the same time as cash/valuables will be made free of charge by the service provider. The core requirement is for cash/valuables collection and CViT services. However, the framework also covers additional products and services including but not limited to:

- same day deposit services
- collection and replenishment of ticket vending machines
- bus and tram collections
- secure transportation of sensitive data and other valuables
- ad-hoc cash collections and float deliveries for events and exhibitions
- charity boxes collections
- cash float services for replenishment of ATM cassettes
- depositing of cash to High Street banks
- purchase, delivery and installation of standard and smart safes
- end to end cash management services

### 3. Service Provider Information

#### Service Provider Contact Details inc Geographical Coverage

For quick reference, here are the names and contact details for the service providers included in the framework. Pricing information is shown in Section 4. Service providers are listed in alphabetical order and are not ranked in any way. When communicating with service providers please refer to ESPO framework 324F\_24 in all correspondence.

Service provider	Contact Details
<b>BDI Securities UK Limited</b> Unit G2 Hastingwood Trading Estate Harbet road London N18 3HT	Contact: Craig Coulter Tel: 0208 884 2424 Email: <a href="mailto:craigcoulter@bdisecurities.co.uk">craigcoulter@bdisecurities.co.uk</a> Web: <a href="http://www.bdisecurities.co.uk">www.bdisecurities.co.uk</a>
<b>G4S Cash Solutions (UK) Limited</b> Chancery House 6th Floor St Nicholas Way Sutton Surrey SM1 1JB	Contact: Ben Harvey Tel: 07384 912365 Email: <a href="mailto:ben.harvey@uk.g4s.com">ben.harvey@uk.g4s.com</a> Web: <a href="http://www.g4s.com">www.g4s.com</a>
<b>Kings Armoured Security Services Limited</b> 24 The Parker Centre Mansfield Road Derby DE21 4SZ	Contact: Stephanie Wright Tel: 01332 227990 Email: <a href="mailto:stephanie.wright@ka-ss.co.uk">stephanie.wright@ka-ss.co.uk</a> Web: <a href="http://www.ka-ss.co.uk">www.ka-ss.co.uk</a>  Contact: Jane Mountain Tel: 01332 227990 Email: <a href="mailto:jane.mountain@ka-ss.co.uk">jane.mountain@ka-ss.co.uk</a> Web: <a href="http://www.ka-ss.co.uk">www.ka-ss.co.uk</a>
<b>Security Plus Limited</b> Tolerant House Bellringer Road Trentham Lakes South Stoke on Trent Staffordshire ST4 8GZ	Contact: Robert Philpott Tel: 0300 303 3733 Email: <a href="mailto:rphilpott@secplus.co.uk">rphilpott@secplus.co.uk</a> Web: <a href="http://www.secplus.co.uk">www.secplus.co.uk</a>

### Geographical Coverage

The following table illustrates the service providers included on the framework (in alphabetical order, they are not ranked in any way) and the geographical areas they are able to service under the scope of this framework.

	<b>BDI Securities UK Limited</b>	<b>G4S Cash Solutions (UK) Limited</b>	<b>Kings Armoured Security Services Limited</b>	<b>Security Plus Limited</b>
<b>East Midlands</b>	✓ (excl. Derbyshire, Lincolnshire, Nottinghamshire, and Rutland)	✓ (excl. Nottingham)	✓	✓
<b>East of England</b>	✓	✓	x	✓
<b>North East England</b>	x	✓	x	✓
<b>North West England</b>	x	✓	x	✓
<b>South East England</b>	✓ (excl. Isle of Wight)	✓	x	✓
<b>South West England</b>	x	✓ (excl. Cornwall)	x	✓
<b>West Midlands</b>	✓	✓	✓ (excl. Herefordshire, Shropshire, and Worcestershire)	✓
<b>Yorkshire and the Humber</b>	x	✓	✓ (excl. East Yorkshire, North Yorkshire and North Lincolnshire)	✓
<b>London</b>	✓	✓ (excl. Fulham)	x	✓
<b>Scotland</b>	x	x	x	✓
<b>Wales</b>	x	x	x	✓
<b>Northern Ireland</b>	x	x	x	x

### Service Coverage

The following table illustrates the service providers included on the framework (in alphabetical order, they are not ranked in any way) and the products / services they are able to provide under the scope of this framework.

Service provider	Lot 1 - Cash/Valuables Collection & CViT Services from premises or buildings	Lot 2 - Cash Collection & Cash in Transit Services from parking machines
<b>BDI Securities UK Limited</b>	✓	✓
<b>G4S Cash Solutions (UK) Limited</b>	✓	✓
<b>Kings Armoured Security Services Limited</b>	✓	✓
<b>Security Plus Limited</b>	✓	✓

## 4. Pricing Information

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This User Guide does not include pricing information. The framework is enabled for call-offs via either direct award or further competition.

In respect of direct award call-offs, the pricing schedule for the available service providers goods and services which you may wish to call-off is available via the ESPO website:

### **324F\_24 - Appendix 4 – Pricing Schedule Issue 1**

**Pricing may be changed periodically so please ensure that the Pricing Schedule from which you are working has the latest (above) issue number by reference to [www.espo.org](http://www.espo.org).**

For further competitions, awarded service providers are invited to tender for individual customer requirements (see section 5 below for how this works). Pricing is then available following the award of the further competition exercise. To arrange a further competition process, please sign and return a copy of the Customer Access Agreement (online at [www.espo.org](http://www.espo.org)); once we have received this we can provide you with free of charge templates to help you run the further competitions, or advice as appropriate.

## 5. How to place an order

### Step 1

By reference to [www.espo.org](http://www.espo.org) check you have the latest issue of the User Guide.

Complete the online Access and Confidentiality Agreement which can be found at Stage 2 of the 'Get Started' section on the Framework page on the ESPO website at the following link: [Cash/Valuables Collection & Cash/Valuables in Transit \(CViT\) Services \(espo.org\)](#)

This doesn't commit you to anything, but should you go ahead and use the framework it will form part of your own audit trail, helping to evidence the fact that you are procuring using the framework, and are therefore exempt from undertaking time consuming compliant advertising and service provider vetting.

### Step 2

There are two ways of procuring from the framework.

- Call-off without competition
- Further competition

These two approaches are explained in more detail below, to help you select the most appropriate method for your particular circumstances and requirements.

### Call-off without competition

- Identify the service provider which best meets your requirements taking consideration of source(s) of information for customers' direct award decisions – ie the service provider offering the most advantageous solution for your particular requirements
- Check and satisfy yourself that the call-off terms set out in Appendix 2 are acceptable to you, as these will form the basis of the legal agreement between you and the service provider, and cannot be changed or added to.
- Contact your chosen service provider direct and place your order, quoting **ESPO Framework 324F\_24** and a copy of the full call-off terms and your completed master contract schedule should be included with any call-off order.
- An example call-off order form is included at Appendix 3 for you to use.
- Ensure you receive confirmation from the service provider of the quoted prices for your specific order requirements.
- Arrange for signature of the contract (including the full call-off terms and your completed master contract schedule) to be signed by your organisation and the service provider.

Details of all **contracts awarded** above the relevant threshold should be published on Contracts Finder, including those awarded by direct call-off. The threshold for publishing is £12,000 contract value for Central Government and £30,000 contract value for non-Central Government contracting authorities (including NHS Trusts).

If you are considering accessing the framework in this way, then you should bear in mind that you may be asked to demonstrate that despite the absence of competition, you have secured value for money.

If you need to seek pricing information from a service provider (i.e. obtain a quotation or tender) before you are able to place an order, then you are in effect running a further competition and should do so in accordance with the rules set out below.

### Further competition

A further competition is simply an exercise to reopen competition under the framework, intended to secure formal quotations from some or all of the service providers listed on the framework, tailored to your precise requirements. Because it is based on simple, competitive tender process, it offers you a way of testing and demonstrating value for money.

Template further competition documentation is available free of charge from ESPO. Please contact the ESPO Buyer named on [page 3](#) of this document.

Before you start the further competition process it is a good idea if you have thought about exactly what it is that you want from your service provider. Compiling a clear list of requirements will enable service providers bidding for your contract to offer a service that meets your needs in the most cost-effective way.

#### To be compliant with procurement law, your competition must be conducted in accordance with the following:

- You must invite all service providers who are parties to the framework, except those (if any) who clearly cannot meet your requirements, for example they do not service your geographical location or do not provide the element you require, as shown in Section 3.
  - You may use an Expression of Interest (EOI) to reduce the number of suppliers that may bid for your further competition. Your EOI must include your final proposed specification/requirements and should ask the suppliers if they wish to bid, or to deselect themselves from the competition. If any changes are made to your requirement following the EOI, you should either invite all suppliers to your competition or reissue the EOI clarifying your changes, giving suppliers a new opportunity to register their interest.
- Your tender document must describe the requirement, and tell bidders the basis on which you will evaluate their offers (e.g. price, product range, etc. together with a clear statement of the relative importance of these criteria i.e. the evaluation criteria to be used and their weightings).
- A copy of the full call-off terms and your completed master contract schedule should form part of your further competition tender documentation.
- The Public Contracts Regulations 2015 (as amended) require that further competition tenders are evaluated in accordance with the terms of the framework agreement. Details of the evaluation criteria for further competitions under this framework can be found below, and may be varied as indicated.



## Framework 324F\_24 – Cash/Valuables Collection and CViT Services Issue 1

### Evaluation Scheme for the further competition:

The award criteria for both Lots are shown below, and alongside them are their respective weightings:

Non-price: 40%

- Method statements 30%
- Social Value 10 %

Price: 60%

When evaluating a further competition, customers may adopt a scheme similar to that used by ESPO in establishing the framework, or may advise service providers that a revised scheme will be used, in order to suit the specific requirements. This may involve, for example, using the same criteria, but varying the weightings assigned to them. It is anticipated that as 'non-price' factors will have been assessed when the framework was established, increased weight may be given to 'price' at further competition stage.

- You must allow bidders sufficient time to prepare and submit their bids. Normally three to four weeks should be regarded as the minimum.
- Bids must be submitted in written hard copy format, or via an electronic portal, in order to adhere to the point below.
- You must tell service providers the closing time and date for submitting their bids. You must not open any bids before this deadline, or consider any bids which arrive late.
- Evaluate the tenders submitted by the required deadline. You must treat all service providers equally and fairly, and evaluate all bids in the way you described in the tender documentation.
- If you have decided to apply a standstill period then you must advise all service providers of the outcome via email or by letter – see Remedies Rules below.
- Arrange for signature of the contract (including the full call-off terms and your completed master contract schedule) to be signed by your organisation and the service provider.
- Place an order with the successful service provider quoting **ESPO Framework 324F\_24**. An example order form is included at Appendix 3 for you to use.

Please note that there is no requirement to **advertise** further competition tender opportunities on Contracts Finder (<https://www.gov.uk/contracts-finder>). Doing so may mislead the market and present the further competition as an open tender opportunity. However, details of all **contracts awarded** above the relevant threshold should be published on Contracts Finder, including those awarded under a further competition. The threshold for publishing is £12,000 contract value for Central Government and £30,000 contract value for non-Central Government contracting authorities (including NHS Trusts).

### Remedies Rules

There is a technical matter which customers should be aware of relating to the award of all contracts. If the total (i.e. lifetime) value of your contract exceeds the threshold values for the Public Contracts Regulations 2015 (as at 1 January 2024 £214,904 inclusive of VAT for supplies and services, and subject to review every 2 years) then a Remedy of Ineffectiveness may apply if the contract award is challenged by an unsuccessful service provider.

However, if a voluntary '**standstill period**' is applied to the award of a contract (which must be of at least ten days (if the notification is by email) and fifteen (if the notification is by post) between advising service providers the outcome of the exercise and making a formal award of contract, and must end on a working day), then this avoids the Remedy of Ineffectiveness.

The way in which service providers should be advised of the outcome of the tender exercise, at the start of the standstill period, is set out in the Public Contracts Regulations 2015 (as amended). In summary, the Regulations say that you must tell all service providers the name of the company which won the contract, together with the winning score against each of the evaluation criteria you used, the particular service provider's own score and the characteristics and relative advantages of the winning bid.

Any further relevant information relating to ordering from the framework can be added into this section here. For example reference to TUPE regulations.

### Step 3

Complete the online Confirmation of Award Form which can be found at Stage 3 of the 'Get Started' section on the ESPO website at the following link: [Cash/Valuables Collection & Cash/Valuables in Transit \(CViT\) Services \(espo.org\)](#)

This should be completed whether you have placed a call-off order or conducted a further competition as this will allow ESPO to monitor the spend being put through to service providers under the framework agreement.

## 6. Social Value

### Overview

ESPO continuously seeks and supports the provision of social value within our procurement solutions for the UK Public Sector. As part of our ongoing commitment to social value practices, we have partnered with the Social Value Portal ([www.socialvalueportal.com](http://www.socialvalueportal.com)).

When establishing the framework, ESPO tested service providers' abilities to provide social value to customers in line with the Public Services (Social Value) Act 2012.

Customers may choose to include social value as part of their framework activity. In most cases this would be included as part of the award criteria when conducting a further competition under the framework. Customers can request the Social Value Portal to undertake the evaluation of social value offers made by bidders, and subsequent contract management of the winning bidder's social value offer.

### Requesting Social Value

Where social value is required by a customer as part of a further competition, the award criteria weightings can be amended by the customer, in order to reflect social value as a separate evaluation measure. For example, the award criteria chosen may be:

- Price 60%
- Non-price Method Statements 30%
- Non-price Social Value 10%

As a default the Customer may use the National TOMs (Themes, Outputs and Measures) which provide a mechanism for seeking social value offers from bidders. If the customer is already a user of the Social Value Portal's services, they may use 'localised' TOMs developed for their own authority/council. The ESPO further competition templates set out the suggested wording to include in the documentation to send to bidders.

### Evaluation and contract management

If a customer wishes the SVP to undertake the evaluation and contract management of Social Value offers made by bidders, there is a fee of 0.2% of the contract value, payable on an annual basis. This fee will be paid by the winning bidder, who will contract directly with the SVP.

The successful bidder will be charged ongoing management fees up to a maximum of £7,500 per contract, per year.

### Social Value as part of a direct call-off

Where a customer and their chosen service provider can agree a deliverable social value based on a social value percentage of the framework rates (please see below) and the service provider's responses to the social value questions as part of the ITT) then the Customer has the option to do a call-off without re-opening the competition.

Customers may also choose to refer to the Social Value Portal's National TOMs Social Value Calculator (<https://socialvalueportal.com/national-toms/>) for the measurement of social value proposed by the service provider.

#### Social Value Percentage %

As part of the Invitation to Tender for this framework, service provider were asked to submit a percentage value of a customer's contract that they typically deliver as social value, during the life of the customer contract. The contract value bandings applied to this framework are as below, for the purposes of social value via direct call-off.

Customer Contract Value Band	Social Value % offered to Customers
£0.01 - £50,000	.....%
£50,001 - £100,000	.....%
£100,001 - £200,000	.....%
£200,001 - £400,000	.....%
£400,001+	.....%

The % values provided by service provider can be found within the framework pricing files, requested and obtained directly from ESPO.



## 7. Managing the Framework

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As this is a framework from which customers can call off or conduct further competitions, ESPO will not be involved in the day-to-day management of the service providers and the solutions and services they provide. ESPO will however be closely monitoring the progress and performance of the arrangements throughout the entire duration of the framework to ensure that customers' needs are being adequately met.

It is important therefore that each time the framework is used, customers contact ESPO to advise when and for what the framework is being used, using the online Access and Confidentiality Agreement described above. This will also enable ESPO to put customers in touch with each other (by mutual agreement) where similar requirements exist, to get references, feedback and information.

In monitoring this contract, any feedback you wish to provide should be sent to the ESPO buyer named in the contact details on [page 3](#) of this document.

## 8. Background to the Procurement

This section is simply background information, which may be of interest to organisations who are considering using the framework and wish to understand a little more about the process ESPO follows when setting them up.

### How ESPO established the framework

- ESPO has established the terms and conditions which will apply to any call-off arrangements by customers during the period of the framework. ESPO reserves the right in exceptional circumstances to vary the composition of the framework. For example if a service provider fails significantly to perform as required it may be removed.
- A formal notice inviting expressions of interest from potential service providers was published on the Find a Tender Service (or FTS) on March 2024 (FTS contract notice ref 2024/S 000 - 010304. The corresponding award notice is FTS ref 2024/S 000-018594.
- The procurement process adopted by ESPO was based upon the Open tendering procedure as detailed in the Public Contracts Directive 2014/24/EU).
- A detailed and thorough evaluation of the tenders that were submitted was completed by officers of ESPO. The objective of the framework was not to promote one single preferred service provider but instead to offer a range of service solutions from a number of leading service providers in the marketplace.

### Evaluation Scheme for the framework

As there were a number of different lots, each lot was evaluated separately to ensure tenders for the same lot were assessed against each other.

The evaluation involved two stages, qualifying and award; those offers that met the qualifying criteria were then scored against the award criteria.

The qualifying criteria included assessment of the following; compliance of bid, financial standing, insurance levels, experience and references, quality, environmental and health & safety procedures, business continuity plans, compliance with contract regulations and compliance with the terms and conditions.

The award criteria were divided into two areas; service delivery (i.e. non-price) and price and the specific weightings used were as follows:

Non-price: 40%

- Method statements 30%
- Social Value 10 %

Price: 60%

The total service delivery score added to the price score gave the grand total of points and a position on the framework was awarded to the most advantageous service providers in each of the lot as described in Section 3 of the user guide.

### Framework documentation

If you, or your procurement or legal advisors, wish to know anything about the documentation we used in setting up the framework please contact the ESPO Buyer named on [page 3](#).

### Period of the framework & right to extend

This framework commenced on 11 June 2024 and will be in place until 10 June 2026 (with an option to extend the arrangement by a further 2 years subject to service provider performance).

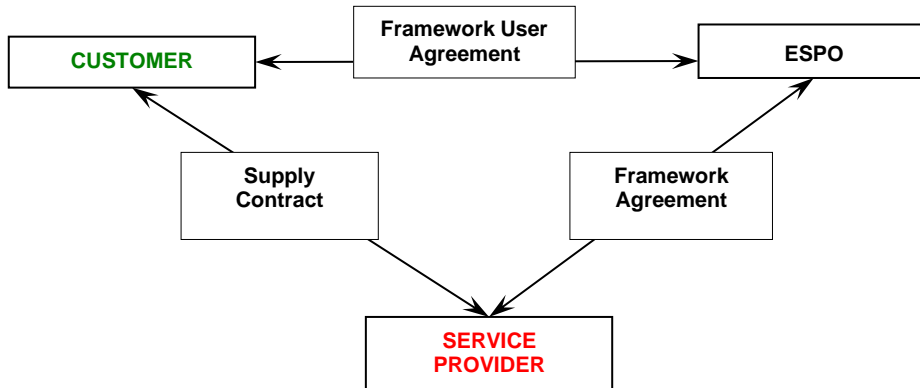
Please note that the duration of the individual contracts awarded under the framework may be of any reasonable duration. The length of the call-offs should be appropriate for the goods and/or services in question, and should reflect economic and commercial considerations. It may be necessary for individual call-offs, awarded during the period in which the framework is in operation, to continue beyond the end of the framework arrangement. This should not be done in order to circumvent the rules – for example, it would be difficult to justify awarding a call off for 12 months just before the end of the framework agreement, where the normal length for such call-offs is one month.

### Contractual Structure

A body wishing to procure using the framework (the Customer) will enter into a contract for the supply of cash/valuables collection and CViT services based on the pre-agreed terms and conditions of contract. A copy of these is included in Appendix 2.

Whilst these pre-agreed terms and conditions may be amended by customers conducting a further competition; any such amendments must not vary substantially from the original terms agreed and must be communicated to service providers on the framework at the start of the further competition process, i.e. when the Invitation to Tender is issued.

It is anticipated that day to day transactions (including undertaking further competitions, the appointment of service providers and delivery of and payment for services) will all be conducted directly between the customer and service provider. The contract structure diagram shown at Fig.1 illustrates the relationship between the parties to the arrangement. Fig.1





## Framework 324F\_24 – Cash/Valuables Collection and CViT Services Issue 1 APPENDIX 1

### **FRAMEWORK USER AGREEMENT**

- (1) ESPO and the Service Provider have entered into the Framework Agreement whereby Customers may purchase from the Service Provider under the Contracts the Goods and/or Services (as those terms are defined below).
- (2) ESPO wishes Customers to be able to access the terms and conditions of the Framework Agreement to enable Customers to appoint the Service Provider to deliver the Goods and/or Services.
- (3) ESPO and the Service Provider agree that the Customer may request the Service Provider to enter into a Contract under the terms of the Framework Agreement.
- (4) In consideration of ESPO granting the Customer access to the Framework Agreement the Customer agrees to the following terms:

### **NOW IT IS HEREBY AGREED AS FOLLOWS**

#### **1. DEFINITIONS AND INTERPRETATION**

In this Agreement, the following words and expressions shall have the following meanings:

- "Contract"** is as defined in the Framework Agreement, being a contract for the purchase of the Goods and/or Services by Customers from the Service Providers pursuant to the Framework Agreement;
- "Framework Agreement"** means the framework agreement entered into by ESPO and the Service Provider under which the Service Provider has agreed to provide the Goods and/or Services on the terms of the framework agreement;
- "Goods and/or Services"** means the Goods and/or Services set out in Schedule 1 of the Framework Agreement; and
- "Service Provider"** means the service provider who is a party to the Framework Agreement.

#### **2. Terms of Agreement**

In consideration of ESPO hereby agreeing from time to time to grant to the Customer access to the Framework Agreement and ESPO's website containing the information relating to the Framework the Customer agrees as follows.

#### **3. Confidentiality**

The Customer acknowledges that Service Provider's prices might be commercially sensitive and disclosure of them might damage its commercial interests. Accordingly, the Customer undertakes with ESPO that it shall keep the prices confidential, shall not disclose them or any part of them to any other person, other than to the Customer's staff and agents who have agreed to observe the confidentiality obligations under this Agreement, and shall not make use of such information for any purposes other than for accessing the framework under the Framework Agreement.

#### **4. Contracts**

If the Customer agrees with the Service Provider to purchase any of the Goods and/or Services from the Service Provider, the Customer undertakes to ESPO that it shall only do so under a contract on the terms of the Contract for so long as the Service Provider is bound by the Framework Agreement to enter into and perform the Contracts.

#### **5. Liability; Indemnity**

- 5.1. The Customer agrees with ESPO that, if the Customer enters into a Contract with the Service Provider to purchase any of the Goods and/or Services, it does so for its own benefit and at its own risk and, accordingly, ESPO shall, to the extent permitted by law, have no liability to the Customer whatsoever and howsoever caused arising out of or in connection with any such agreement, whether in contract, negligence, other tort, breach of statutory duty, restitution or otherwise and whether for direct, indirect or consequential loss, economic loss, loss of profits, loss of business, depletion of goodwill or otherwise, or for any death or personal injury (save where caused by respectively ESPO's negligence).
- 5.2. The Customer shall indemnify, keep indemnified and save harmless ESPO against all sums suffered or incurred by it in respect of all and any demands, liabilities claims (including any settlements of claims whether before or after the issue of proceedings), proceedings, causes of action, judgment sums (including sums arising from consent orders or judgments), costs (including legal costs and, expenses, losses or damages (whether direct, indirect or consequential) arising out of arising out of or in connection with any such Contract.
- 5.3. Whilst ESPO has taken some steps to ensure that the Framework Agreement is fit for purpose, the Customer acknowledges that it has read in full the Framework Agreement and Contract Documents, together with any guidance published by ESPO on how the framework should be accessed, and has taken any professional advice as it considers reasonable before entering into any such Contract.

#### **6. Retrospective Rebate**

- 6.1. The Customer agrees that ESPO is entitled to receive, pursuant to the Framework Agreement, the Retrospective Rebate as defined in the Framework Agreement.
- 6.2. The Customer shall on request provide to ESPO information to enable ESPO to verify the amount, if any, of the Retrospective Rebate due from the Service Provider. The Customer shall keep until six years after the date of termination of each Contract full and accurate records and accounts to enable it to comply with this clause. It shall for that period provide ESPO and its representatives and auditors with co-operation and access to such records and accounts and copies thereof and permit them to meet the Customer's personnel, as may be reasonably demanded by ESPO to conduct such an audit for that purpose.

#### **7. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



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### 8. **Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed to that extent deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

### 9. **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on it, without the prior written agreement of the parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Agreement.

### 10. **Entire Agreement**

- 10.1. This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it, and supersedes, cancels or nullifies any previous agreement between the parties in relation to such matters.
- 10.2. Each of the parties acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 10.3. Nothing in this Agreement or this clause shall operate to exclude fraud or fraudulent misrepresentation.

### 11. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 12. **Governing Law**

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

### 13. **Jurisdiction**

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

**ESPO Framework 324F\_24**  
**ORDER FORM**

**(PURSUANT TO A FRAMEWORK AGREEMENT BETWEEN ESPO AND [Service Provider Name]**  
**DATED [ ] (“ESPO framework 324F\_24”)**

<b>Customer Establishment Name:</b>		<b>Customer Contact Name:</b>	
<b>Customer Delivery Address:</b>		<b>Customer Invoice Address:</b>	
<b>Telephone Number:</b>		<b>Fax Number (if required):</b>	
<b>Email Address:</b>		<b>Customer A/c Number: (if applicable)</b>	
<b>Customer Order Number:</b>		<b>Date;</b>	
<b>Service provider Name:</b>		<b>Service provider Address:</b>	

<b>Service</b>	<b>Commencement date</b>	<b>Completion date</b>	<b>Location(s) at which the services are to be provided</b>	<b>Price</b>
				<b>£</b>
				<b>£</b>
				<b>£</b>
				<b>£</b>
				<b>£</b>
				<b>£</b>
<b>Total Price (ex VAT)</b>				<b>£</b>