

Public Sector Contract Feedback	
Feedback	Response
Can you provide a link to PSC so that we can evaluate the contract and its terms	https://www.gov.uk/government/collections/the-public-sector-contract
Are CCS still open to 1:1 meeting on the contract?	We are happy to speak to supplies in detail about the PSC
Will T&C's offer the opportunity with client to agree reasonable levels of liability - high levels of liability for where it may be relatively low value work are difficult to bid.	In practice this is normally for customers to decide but will be guided but the information we provide - PSC has £5 million per annum per contract in at the moment as a generic figure.
Is Unlimited Liability included in the PSC clauses?	It is in the current version, but there is a plan to remove unlimited liability where it is applicable unless it is required by law.
Does 'free' for PSC also mean there won't be a need for the rebate? Or is that separate?	The PSC is free and no rebate is required
With reference to the Public Sector Contract (PSC) it was indicated that there would be the introduction of a minor works clause. Could the proposed drafting for this clause be circulated please.	Minor works will be defined within the customer guidance.
<p>The use of the PSC for the framework is almost certainly a sensible suggestion but as with all sensible suggestions there are some less sensible resultant outcomes from almost totally unrelated areas. For example; Highways England (HE) will almost certainly let much of its Technology Improvement works through the Smart Motorways Alliance and the Complex Infrastructure Programmed. When HE does this it requires the Principal Contractor on site to carry out the technology procurement process for it but demands that the TTAS framework lot structure be used to narrow the options down to those who have got onto the framework. Unfortunately the Principal Contractor will very likely be on a different contract to the PSC and will choose to probably use NEC for its procurement performance management vehicle. As a result the simplifying of the terms and conditions for the suppliers does not materialise.</p> <p>One suggestion would be to align the Framework Contract with the contract types being used by the majority of the throughput the framework will enjoy and I am suspecting that this will be Highways England Major Projects. This means some compromise by either CCS or HE or both but will improve the majority of the throughput whilst not serving all of it.</p>	<p>The main reasons for CCS using the PSC:</p> <ul style="list-style-type: none"> • Its Free • A fixed set of shorter, simpler Ts & Cs • Easier to use and understand • For common goods and services • Redundant & duplicate clauses weeded out • Better legal protection • We are moving to standardise PSC across all our Agreements - We will not be using NEC on this framework. • Dual purpose Ts & Cs for Framework & Call-off • A suite of additional schedules allows for customisation and flexibility • Framework Award Form and the Call-off Order Form 'drive' the contract