

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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**DPS Schedule 6 (Order Form Template and Order Schedules)****Order Form**

ORDER REFERENCE: **PS22371– Review of Electricity Market Arrangements –Alternative Capacity Market auction designs to facilitate low-carbon capacity**

THE BUYER: **Department for Business, Energy & Industrial Strategy**

BUYER ADDRESS **1 Victoria Street, LONDON, SW1H 0ET**

THE SUPPLIER: **Baringa Partners LLP**

SUPPLIER ADDRESS: **62 Buckingham Gate  
London  
SW1E 6AJ**

**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated Wednesday 18<sup>th</sup> January 2023.

It's issued under the DPS Contract with the reference number RM6126 Research & Insights DPS f [REDACTED] PS22371 – Review of Electricity Market Arrangements – [REDACTED] market auction designs to facilitate low-carbon capacity

**DPS FILTER CATEGORY(IES):**

- Environment and Infrastructure
- Energy (renewables and fossil-based)

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**ORDER INCORPORATED TERMS**

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126 Research & Insights DPS`**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6126 Research & Insights DPS**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
  - Order Schedules for **PS22235**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126 Research & Insights DPS**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER START DATE: **Wednesday 18<sup>th</sup> January 2023**

ORDER EXPIRY DATE: **30<sup>th</sup> April 2023**

ORDER INITIAL PERIOD: **5 Months**

**DELIVERABLES**

See details in Order Schedule 20 (Order Specification)]

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**MAXIMUM LIABILITY**

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

**ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment shall be made via BACS

Invoices payable upon receipt of invoice and Purchase Order

Payment shall be made on Acceptance of the deliverables

**BUYER'S INVOICE ADDRESS:**

Invoices to be sent to UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email: [financeinvoices@uksbs.co.uk](mailto:financeinvoices@uksbs.co.uk) Payment shall be made upon receipt of invoice and Purchase Order Number.

**BUYER'S AUTHORISED REPRESENTATIVE**

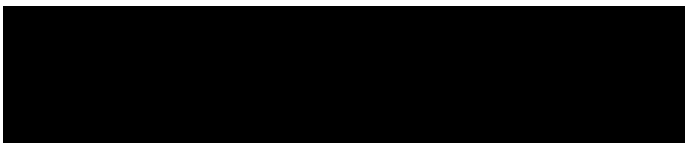
**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

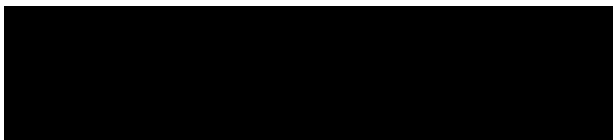
**BUYER'S SECURITY POLICY**

Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

Monthly progress reports to be provided (date that these are to be provided is to be agreed)

**PROGRESS MEETING FREQUENCY**

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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Weekly progress updates (date that these take place to be agreed). The progress updates are to provide an update which reassures the Buyer that this project is on track given the tight timescales. Meetings to be held virtually

**KEY STAFF**

N/A

**KEY SUBCONTRACTOR(S)**

N/A

**E-AUCTIONS**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

N/A

**SERVICE CREDITS**

Not Applicable

**ADDITIONAL INSURANCES**

Not Applicable

**GUARANTEE**

Not Applicable

**SOCIAL VALUE COMMITMENT**

Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	Department of Business, Energy and Industrial Strategy (" <b>BEIS</b> " " <b>the Buyer</b> ") And <b>[insert name of Supplier]</b> (" <b>the Supplier</b> ")	
Contract name:	<b>[insert name of contract to be changed]</b> (" <b>the Contract</b> ")	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete as applicable: Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number]</b> days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>Buyer to insert</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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## **Joint Schedule 3 (Insurance Requirements)**

### **1. The insurance you need to have**

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

#### **1.2 The Insurances shall be:**

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### **2. How to manage the insurance**

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

**3. What happens if you aren't insured**

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**4. Evidence of insurance you must provide**

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**5. Making sure you are insured to the required amount**

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**6. Cancelled Insurance**

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds £1,000,000;
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds £1,000,000; and
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds £5,000,000.

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

## **Joint Schedule 4 (Commercially Sensitive Information)**

### **8. What is the Commercially Sensitive Information?**

- 8.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 8.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 8.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**Joint Schedule 10 (Rectification Plan)**

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

## Order Schedule 1 (Transparency Reports)

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

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
[Performance]	[ ]	[ ]	[ ]
[Order Contract Charges]	[ ]	[ ]	[ ]
[Key Subcontractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**Order Schedule 2 (Staff Transfer)****1. Definitions**

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

<b>"Acquired Rights Directive"</b>	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
<b>"Employee Liability"</b>	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

	or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

**2. INTERPRETATION**

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule apply**

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

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

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

**Part C: No Staff Transfer on the Start Date****1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

Crown Copyright 2021

- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

**2. Limits on the Former Supplier's obligations**

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

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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**Part E: Staff Transfer on Exit****1. Obligations before a Staff Transfer**

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

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

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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Contract Ref: PS22371

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

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Contract Ref: PS22371

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Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

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

## 2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided

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Contract Ref: PS22371

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that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

**2.9 The indemnity in Paragraph 2.8:****2.9.1 shall not apply to:****(a) any claim for:**

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

**2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..**

**2.10** If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

**2.11** The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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Contract Ref: PS22371

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- (b) the Supplier and/or any Subcontractor; and
  - (c) the Replacement Supplier and/or the Replacement Subcontractor.
  
- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
  
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
  - 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment

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Contract Ref: PS22371

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- or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

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Contract Ref: PS22371

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- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

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Contract Ref: PS22371

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**Order Schedule 3 (Continuous Improvement)****1. Buyer's Rights**

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

**2. Supplier's Obligations**

- 2.1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3. In addition to Paragraph 2, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1. identifying the emergence of relevant new and evolving technologies;
  - 2.3.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous

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Contract Ref: PS22371

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Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

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

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Contract Ref: PS22371

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## **Order Schedule 4 (Order Tender)**



**PROJ1.1**  
Methodology\_v1\_2.i



**PROJ1.2 Staff to**  
deliver v2\_0.pdf



**PROJ1.3**  
Understanding the



**PROJ1.4 Project**  
Plan and Timescales

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Contract Ref: PS22371

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**Order Schedule 5 (Pricing Details)****AW5.2 Price Schedule**

**Please ensure that you DO NOT alter this spreadsheet. Any alterations may result in your Pricing being disqualified.**



SOURCING REFERENCE:	PS22371
SOURCING DOCUMENT TITLE:	Review of Electricity Market Arrangements –Alternative Capacity Market auction designs to facilitate low-carbon capacity
BIDDER NAME	Baringa Partners

**Please complete the shaded yellow sections only.**

Please note that the staff costs in section 1 cell D21 should equal the staff costs outlined in section 2. Section 2 provides further detail around the project team and the distribution of staff days.

The figure used for evaluation is the total Cost (ex VAT) provided in Section 1 (cell D21). The total cost is the total staff costs (ex VAT) and the total Travel and Subsistence, Overhead costs, cost of production of materials and any/all costs associated with the delivery of the project (ex VAT).

**Section 1: Total Project Costs (Summary)**

Objective	
1. Research	
2. Data Collection/Compilation	
3. Drafting	
4. Analysis	
5. Project management	
6. Meetings	
7. Other Costs	
<b>TOTAL</b>	£ 99,496.00   £ 99,496.00

RM6126 - Research &amp; Insights DPS

Project Version: v1.0

Model Version: v1.3

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Contract Ref: PS22371

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Section 2: Total Staff Costs (Please complete)							
Job Title	Standard Rate/Fees excluding VAT (£/Day)	Discounted Rate/Fees excluding VAT (£/Day)	Objective Area (Please Select)	Number of Days	Travel and Subsistence, Overhead costs, cost of production of materials and any/all costs associated with the delivery of the	Total Staff Cost (ex VAT)	Total Cost (ex VAT)
<b>TOTAL STAFF COSTS</b>						£ 99,496.00	£ 99,496.00

**Notes:**

Day rate is for 8 hr day.

Half day rate is for 4 hrs.

RM6126 - Research &amp; Insights DPS

Project Version: v1.0

Model Version: v1.3

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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**Order Schedule 7 (Key Supplier Staff)**

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

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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## Annex 1- Key Roles

Key Role	Key Staff	Contract Details

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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**Order Schedule 20 (Order Specification)**

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

**1. Background****Introduction**

We are commissioning a study to explore ways in which the Capacity Market auction design can be changed and an analysis of the potential impacts as part of the Review of Electricity Market Arrangements (REMA) programme.

REMA's core objective is to reform GB electricity market arrangements so that they facilitate the full decarbonisation of the electricity system by 2035, subject to security of supply, and are cost effective for consumers. To achieve this, REMA examines various elements of current electricity market arrangements, including the wholesale market, capacity adequacy, low carbon investment, flexibility, and system operability, and by implementing reforms in each of those areas to ensure that our future market arrangements will:

- deliver a step change in the rate of deployment of low carbon technologies and reduce our dependence on hydrocarbon imports;
- provide the right signals for flexibility across the system;
- facilitate consumers to take greater control of their electricity use by rewarding them through improved price signals whilst ensuring fair outcomes;
- optimise assets operating at local, regional, and national levels; and
- ensure that the security of the system can be maintained at all times.

REMA is examining the role of the Capacity Market, including whether the mechanism needs to be reformed or replaced with an alternative mechanism in the future market arrangements.

The aim of this research is to explore the potential changes that could be made to the Capacity Market auction design, and to assess the associated impacts, benefits and risks in meeting the REMA policy objectives.

**Policy context**

In the short term, the Government has announced a huge support package to shield consumers from the worst impacts of volatile international energy markets this winter. But the long-term solution to this rise in electricity prices is to reduce our dependence on imported fossil fuels, and to unlock the benefits – to consumers, businesses, and the climate – of renewables in Great Britain.

GB electricity markets have driven significant decarbonisation since 2010 but meeting the Government's commitment to deliver a fully decarbonised power sector by 2035 (subject to security of supply) will require an even faster scale-up of low carbon technologies. While providing a huge number of opportunities, the increasing volume of variable renewables will also pose great challenges for managing the electricity system. Electricity markets need to be updated to unlock unprecedented levels of investment across the full range of

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Contract Ref: PS22371

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low carbon technologies; maintain security of supply; and ensure that the network can be operated safely and cost-effectively as variable renewables come to dominate the capacity mix.

The Government has launched the Review of Electricity Market Arrangements (REMA), a major review into Britain's electricity market design to radically enhance energy security and to help deliver our world-leading climate targets whilst reducing exposure to international gas markets. A REMA consultation was published in July 2022<sup>1</sup>, setting out the case for change and high-level options for reform. These include

- a wide range of approaches to deliver a net zero wholesale market, including splitting the market, introducing locational pricing, establishing distribution-level markets, and changing the parameters of the status quo;
- options for delivering mass low carbon power, including a revenue cap and floor, a range of variants on the CfD scheme (including retaining the status quo), and the decentralised alternative of an obligation on suppliers to procure low carbon power;
- options for delivering flexibility, including a (reformed) Capacity Market (CM), a multi-technology revenue cap and floor, and a supplier obligation, such as the 'Clean Peak Standard';
- options for delivering capacity adequacy, including reforming the CM to better support firm low carbon technologies, a centralised reliability option scheme, and a strategic reserve; and
- options for delivering operability, including both small modifications to current practices as well as more substantial changes, such as giving Distribution Network Operators and local markets a greater role, co-optimising frequency and reserve under a central dispatch model, or making changes to the design of the Contracts for Difference or CM.

Ensuring security of supply in the future electricity system will require incentivising deployment of new low-carbon and flexible capacity. At the same time, we need to avoid having a capacity mechanism that locks in older, high-carbon generation. One proposed reform option in the REMA consultation is to optimise the existing Capacity Market (the government's main mechanism for ensuring security of supply), with the introduction of an alternative auction design. We are examining the potential for auction design to bring forward more low carbon capacity. The findings of this research project will inform REMA's ongoing option development and design.

## 2. Aims and Objectives of the Project

### The Requirement

The project aims to outline alternative auction designs to the current Capacity Market and to analyse their potential impacts and risks.

- Separate/split auctions - separating auctions according to technology types, or technical characteristics For this study, we are seeking an outline proposal to split the T-4 auction into one auction for new build and refurbishing low carbon capacity, and another one for all other types of capacity.
- Single auction with multiple clearing prices – potentially sealed bid auction with multiple clearance prices to reflect technology characteristics or system value. For

<sup>1</sup> Review of electricity market arrangements, July 2022, BEIS.

<https://www.gov.uk/government/consultations/review-of-electricity-market-arrangements>

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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this study, we are seeking an outline proposal to have the clearance prices reflecting the carbon intensity of technologies in the T-4 auction (low carbon vs high carbon).

- Single auction with multipliers - a single auction with weightings applied to the price to reflect technology characteristics, abilities, and value. This can include applying positive multipliers to value the assets' contribution to system benefits (i.e. flexibility and operability needs) , and applying negative multipliers to high carbon assets. For this study we are seeking an outline auction design applying multipliers to the T-4 auction based on response rate, duration and location. The exact attributes will be discussed and confirmed following the inception meeting.

In addition, in what ways can the auction be designed to encourage flexible technologies to locate or co-locate in areas of the network where they are less likely to be constrained?

**Overarching questions**

- What are the specific potential auction design choices and parameter decisions for the three auction designs proposed above?
  - What type of auction format is appropriate under each alternative design? Multi-attribute auctions, multiunit auctions, combinatorial auctions, or a different or novel design, including variations in clearing (i.e. pay-as-bid vs pay-as-clear) and bid process (i.e. descending clock vs sealed bid if possible or where relevant).
  - What additional parameters or restrictions may be required for the auctions to achieve the intended outcomes (for example, auction price multipliers and eligibility requirements)? How would we derive or set these parameters?
- What is the summary assessment of the benefits and risks of the alternative auction designs versus the current Capacity Market auction design?
  - What conclusions can be drawn using auction theories when applied to the Capacity Market in a future electricity market?
  - Which auction design provides the most flexibility in adapting to uncertainty in future system needs and policy changes in the wider system (e.g. increased decarbonisation goal)?
  - What are the practicalities of running the alternative auctions? For example, the cost of running more complex auctions and the ease of setting parameters.
  - To what extent would each of the alternative auction designs better help achieve the objectives of ensuring security of supply, procuring low-carbon and flexible capacity whilst minimising costs?
- How may high carbon and low-carbon technologies behave and participate in the alternative auction designs compared to the current Capacity Market auction design?
  - How may participation behaviour vary across the demographics e.g. new build and existing capacity, particular types of low-carbon flexible technologies, and across small and large participants.
  - How does the eligibility criteria in relation to generators receiving a CfD contract affect CM bidding behaviours if it were to change?
- What are the impacts on liquidity, capacity mix, investment behaviour and auction clearance prices of the alternative auction designs? Is there an investment uncertainty trade-off (in relation to uncertainty arising from both the CM reform implementation and as a result of increased complexity of auction design) , and if so, what may be the scope and size?

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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- What wider impacts, interactions, risks, and unintended consequences could the designs pose (with an emphasis on maintaining security of supply) Are there potential mitigations or modifications to the designs to avoid these?
- Impacts, interactions and risks are to be considered for auctions participants and the wider electricity market. This includes generators with existing support (e.g. CfDs), existing and new build generation, small and large generators. Assessment to include examining risk of over-rewarding certain asset classes.

**3. Suggested Methodology****Methodology**

Please provide a short description of the research methodology (key stages of research, who is being interviewed, numbers of interviews/ participants/ data sources to be used).

The study is expected to involve at least two stages – formulation of alternative auction designs followed by analysis on their potential impacts. Bidders are welcome to suggest alternative methodologies where appropriate.

**Stage 1: Formulation of outline alternative auction designs**

- Use of auction design literature and international auction design examples to identify specific design choices and produce outline auction designs. This should cover potential alternative auction formats and providing high level commentary of the potential methodologies in determining additional parameters (such as eligibility) which may be required as part of the new auction designs.

**Stage 2: Quantitative insights and assessment of risks**

- Use of auction theory to test bidding behaviour of different potential auction participants
- Provision of quantitative insights on impacts. We anticipate this will entail the use of auction simulation models but we welcome suggestions on alternative modelling approaches.

**Create a risk register according to the following framework:**

- Identify design issues and the associated risks, with a focus on their impact on achieving the intended objectives in bringing on low carbon capacity.
- For each identified risk, an assessment of the likelihood of the risk materialising and an assessment of the potential impact if the risk were to materialise. This must include qualitative descriptions of the potential impacts on the following (supported by evidence): clearing price(s) of the auction; how the successful types of participants and technologies may change; an assessment of how the result of the auction may impact on future auctions, renewables deployment and security of supply.
- Proposals of practical mitigating measures that could be taken by BEIS, for example through different values for the general parameters provided. Consideration of mitigating measures should be taken with reference to the ease with which these could be implemented.

**4. Deliverables**

Expected Outputs

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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Bidders should note that BEIS will own the intellectual property rights of any and all intermediate products, including final deliverables, and in particular including presentation slide packs, reports and data.

The following outputs are required within the project, irrespective of whether the proposed methodologies are used or whether alternatives are proposed. Alternative reporting approaches or timing may be proposed so long as they meet the needs outlined below and the bidder's reasoning is clearly set out.

Outputs from the project are expected to include:

*Evidence sources*

This should detail the evidence sources used in the review. Evidence sources should be provided to BEIS where possible.

*Quantitative tool*

This should be user friendly allowing user to change scenarios and parameters. Full documentation of assumptions should be provided.

*Interim report*

This should summarise key early findings from the assessment to inform policy thinking. This note will not be published. It should include the initial proposals for the outline alternative auction designs, discounting of non-viable design choices, and where feasible present early findings of the risks and benefits of alternative designs and the detailed methodology in assessing the fuller impacts.

*Final report*

This should contain the proposed outline auction designs and assessment findings. The report must be written to a sufficiently high standard for publication and formatted according to BEIS publication guidance. Our experience shows that this may require 2-3 drafts and this should be taken into account when considering timelines and costs. The report will not be considered final until the BEIS project manager has signed it off. The report should include an executive summary (3-4 pages) as well as technical annex setting out the methods used.

*Final presentation to BEIS*

The team should provide a presentation of the review's findings for policy and analytical colleagues at BEIS.

*Other reporting requirements or deliverables*

We would welcome suggestions as to any further outputs and would expect to agree a final set of deliverables at the inception stage.

**Quality Assurance**

All models and modelling must be quality assured and documented.

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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Contractors should include a Quality Assurance (QA) plan that they will apply to all the research tasks and modelling. This QA plan should be no longer than 2 sides of A4 paper. It should include the delivery of a BEIS QA Log.

[This link](#) contains an externally accessible version of the BEIS Modelling QA guidance, and the QA log: The QA log should be filled during the project and submitted at project completion as a deliverable to demonstrate the QA undertaken.

When models are submitted to BEIS, during the project or at completion, they should be accompanied by confirmation by a senior (partner or equivalent) of the contracting organisation, that the assurance has taken place in accordance with approaches outlined in the QA plan agreed with BEIS. Evidence of testing through development provided in support of the QA Log ratings greatly improves the level of confidence in it.

For all projects Contractors must supply quality assurance evidence for any existing models they wish to submit to BEIS. This must be:

- to a standard that is at least the equivalent of BEIS's internal standard, available at [this link](#)
- accepted as suitable by BEIS

Bidders must set out their approach to quality assurance (QA) in their response to this ITT with a QA plan.

Sign-off for QA must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's QA plan. QA should cover all aspects of the project undertaken by the contractors, including data collection, data analysis and reporting.

To demonstrate an effective process to produce high quality reporting, the contractor/s must ensure that QA is done by individuals who were not directly involved in that particular research, analysis, or reporting process.

Where complex or innovative methods are proposed, bidders should specify how additional QA will be provided.

Outputs will be subject to BEIS internal approvals, and the more substantive the output the longer the approval time required.

The successful bidder will be responsible for any work supplied by sub-contractors. For primary research, contractors should be willing to facilitate BEIS research staff attending interviews as part of the QA process if appropriate.

**Working Arrangements**

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Where a consortium or sub-contractors are in place, BEIS expect that they are included in relevant meetings, workshops and review points to ensure their full engagement in the project. All contractors and sub-contractors are responsible for the delivery of outputs to

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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the appropriate time and quality. It is expected that the lead contractor takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

Bids should assume that BEIS take an active role in review and QA of research materials, analysis and outputs, beyond external peer review. It should be expected that research materials and outputs go through at least three iterations (i.e. two rounds of comments from BEIS). BEIS will expect more complex research instruments to be tested before going into the field fully. Additional amendments may be required for published outputs.

We expect the appointment offer to be confirmed in the week commencing [19th Dec 22]. Note that bidders must be available to attend an inception meeting in the week commencing [2nd Jan 23].

We envisage the need for close interaction between the BEIS project manager and contractor throughout the process, to ensure that emerging issues are dealt with promptly, that BEIS fully understand the assumptions and approach taken, and to ensure that the challenging timetable is met. Bidders should assume that engagement with BEIS will include fortnightly project management phone calls, weekly progress updates, and any ad hoc meetings as required to design and deliver the project. Throughout the project, BEIS will review and sign off all final data collection instruments and analytical approaches before they can be used. BEIS will also review and sign off all outputs.

**Skills and expertise**

BEIS require you to demonstrate that you have the necessary expertise and capabilities to undertake the project. Your tender response should include a summary of the project team's skills and capabilities, both in terms of rapid evidence assessments/evidence reviews and electricity market expertise.

**Challenges**

Proposals should set out how they plan to address the following challenges (as well as any others identified):

*Timing of outputs*

Bidders should consider how they can deliver outputs to the proposed timetable. Bidders are welcome to propose innovative methods and outline a delivery plan which splits the required activities in stages to meet the requirement (please see "timetable" section below for further detail).

**Price and payments**

The maximum budget for this project is £100,000 excluding VAT

Contracts should provide a full and detailed breakdown of costs. This should include staff (and day rates) allocated to specific tasks.

Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible, within 30 days from the date of receipt, in line with standard terms and conditions of contract.

**DPS Schedule 6 (Order Form Template and Order Schedules)**

Contract Ref: PS22371

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**Timetable**

Contractors should set out how they will meet the following provisional timetable for the delivery of the project (or, if they consider this timetable not to be feasible, propose alternative timescales as necessary).

Date	Details
Jan 2023	<ul style="list-style-type: none"><li>• Inception meeting</li></ul>
Mid-February 2023	<ul style="list-style-type: none"><li>• Interim findings note</li></ul>
March 2023	<ul style="list-style-type: none"><li>• First draft of final report</li></ul>
End April 2023	<ul style="list-style-type: none"><li>• Final report signed off</li></ul>

**Invoice schedule:** Invoice schedule to be discussed and agreed at inception meeting, with a BEIS preference of splitting the invoice into at least two parts.