

## S3 - PRECEDENT FRAMEWORK CONTRACT FOR THE PURCHASE OF SERVICES

### SECTION A

This Framework Contract is dated **Thursday 2<sup>nd</sup> May 2024**.

#### Parties

- (1) Department for Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG (**The Contracting Authority**).

And:

- (2) HermeticaBlack Ltd, 118 Commercial Street, London, E1 6NF (**the Supplier**).

#### Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

This Framework Contract sets out the contractual obligations under which the Contracting Authority may place Orders (as defined below) and conclude Contracts for Services.

#### Agreed Terms

##### A1 Interpretation

**Definitions.** In each Contract (as defined below), the following definitions apply:

**Agent:** Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

**Associated Bodies and Authorised Entities:** Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Further details of these organisations can be found at:

<http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

**Commencement:** the date and any specified time that the Contract starts

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

**Confidential Information:** any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

**Contract:** any contract between the Contracting Authority and the Supplier for the sale and purchase of the Services, in accordance with the terms of this Framework Contract, any Special Conditions and the relevant Order only, and which contract is

concluded in accordance with clauses A2-10 and A2-11.

**Contracting Authority:** Department for Energy Security and Net Zero, as specified at Section A (1) and any replacement or successor organisation.

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**EIR:** The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Extension Period:** Following the Initial Term of this Framework Agreement there will be the optional Extension Period of 1+1 year.

**FOIA:** The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**GDPR:** The General Data Protection Regulations as amended from time to time.

**Goods:** any such Deliverable that is associated with the delivery of the services

**Information:** has the meaning given under section 84 of FOIA.

**Initial Term:** 2 Years, commencing on the date of this Framework Contract.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Maximum Expiry Date:** the date specified in the Find a Tender advertisement as the intended maximum end date of this Framework Contract.

**Order:** the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at 0. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at 0, it will not constitute an Order.

**Public Body:** any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**Request for Information:** a request for Information or an apparent request under FOIA or EIR.

**Scheme Effective Date:** the date on which the United Kingdom Research and Innovation become a legal entity.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

**Special Conditions:** the special conditions (if any) set out in Schedule 1.

**Specification:** any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

**Supplier or Suppliers:** the parties to the contract as named in Section A (2).

**Supplier's Associate:** any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

**UKRI:** UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

**UK SBS:** UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

**Working Day:** any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

- A1-1 **Construction.** In this Framework Contract and any subsequent call off Contract, unless the context requires otherwise, the following rules apply:
- A1-1-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- A1-1-2 A reference to a party includes its personal representatives, successors or permitted assigns.
- A1-1-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- A1-1-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A1-1-5 The headings in this Framework Contract are for ease of reference only and do not affect the interpretation or construction of this Framework Contract or any Contract.
- A1-1-6 A reference to **writing** or **written** includes faxes and e-mails.

## **A2 Basis of Contract**

- A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Framework Contract unless it is expressly specified as Contracting Authority in the Order.
- A2-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority appoints the Supplier to supply Services to the Contracting Authority in accordance with this Framework Contract.
- A2-3 This Framework Contract enters into force on the date on which it is signed by the Contracting Authority and the Supplier and shall remain in full force and effect for the Initial Term and, subject to clause A2-4, any subsequent extension period following the Initial Term which is agreed in writing between the parties from time to time, or unless and until expiry or termination in accordance with clause A3, whichever is earlier.
- A2-4 In no circumstances shall this Framework Contract be extended pursuant to clause A2-3 beyond the Maximum Expiry Date. In the event that the parties attempt to extend this agreement beyond the Maximum Expiry Date, such extension shall only have effect until the Maximum Expiry Date and the rights and obligations of the parties shall be apportioned accordingly.

- A2-5 The Contracting Authority may order Services to be supplied under this Framework Contract, but they are under no obligation to do so. No guarantee or representation has been, or shall be deemed to have been made by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in respect of the total quantity or value of the Services which the Contracting Authority may order, and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such guarantee or representation.
- A2-6 Nothing in this Framework Contract shall create an exclusive relationship between the Supplier and either the Contracting Authority or UK SBS for the supply of Services and the Contracting Authority shall at all times be entitled to enter into contracts with other parties for the provision of services the same as, or similar to, the Services.
- A2-7 The terms of this Framework Contract, any Special Conditions and the Order apply to each Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- A2-8 If there is any conflict or inconsistency between the terms of this Framework Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of this Framework Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-9 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may issue an Order to the Supplier at any time.
- A2-10 The Order (including any Special Conditions) constitutes an offer by the Contracting Authority to purchase the Services in accordance with the terms of this Framework Contract. This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-11, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-11, as valid acceptance of the offer.
- A2-11 Subject to clause A2-10, the Order shall be deemed to be accepted on the earlier of:
- A2-11-1 the Supplier issuing a written acceptance of the Order; and
  - A2-11-2 The Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

### **A3 Termination**

- A3-1 This Framework Contract shall automatically expire without the need for notice on the Maximum Expiry Date.
- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Framework Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

- A3-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Framework Contract, and any subsequent call off Contract or Order which that Contracting Authority has concluded, with immediate effect by giving written notice to the Supplier if:
- A3-3-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply; or
  - A3-3-2 the Supplier breaches any term of this Framework Contract or the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
  - A3-3-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
  - A3-3-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - A3-3-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
  - A3-3-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
  - A3-3-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - A3-3-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
  - A3-3-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
  - A3-3-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
  - A3-3-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-3-3 to clause A3-3-10 inclusive; or
  - A3-3-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
  - A3-3-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
  - A3-3-14 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under this Framework Contract or the Contract has been placed in jeopardy; or
  - A3-3-15 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- A3-4 Termination or expiry of this Framework Contract or any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of this Framework Contract or any Contract shall continue in full force and effect.

- A3-5 Without prejudice to clause A3-4, clauses B1, B2, B7, B8, B9, B10, B11, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of this Framework Contract or any Contract and shall continue in full force and effect.
- A3-6 Upon termination or expiry of this Framework Contract or any Contract, the Supplier shall immediately:
- A3-6-1 cease all work on the Contract;
- A3-6-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- A3-6-3 cease use of and except as required by applicable law or regulation return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and
- A3-6-4 Cease all use of and except as required by applicable law or regulation delete all copies of UK SBS's or the Contracting Authority's confidential information.
- A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:
- A3-7-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");
- A3-7-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- A3-7-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- A3-7-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- A3-7-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.
- A3-7-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.
- A3-8 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written

notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by them as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

- A3-9 The Supplier may terminate any Contract immediately if: (i) there is a change of law, rule, regulation or professional standard, or circumstances arise that the Supplier reasonably believes would cause the relationship between the parties to violate such law, rule, regulation or professional standard or would prejudice the Supplier's ability to comply with applicable auditor independence requirements; or (ii) the Supplier believes a conflict of interest cannot be managed, but in that case the Supplier shall first consult with the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

## SECTION B

### B1 Supply of Service

- B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Contracting Authority in accordance with the terms of the Framework Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3 In providing the Services, the Supplier shall:
- B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
  - B1-3-2 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and the Services are performed with reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
  - B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - B1-3-4 Not Used.
  - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - B1-3-6 Subject to clause B1-3-2, use quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in installation and design;
  - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
  - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that

the Contracting Authority may rely or act on the Services.

- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
- B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
- B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority's laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

## **B2 Contracting Authority Remedies**

- B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
- B2-1-1 (in the case of the UK SBS only) to terminate this Framework Contract or (in the case of Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority) to terminate any Contract in whole or in part without liability to the Supplier;
- B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
- B2-1-3 to recover from the Supplier any reasonable costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute services from a third party;
- B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- B2-1-5 To claim damages for any reasonable additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.
- B2-2 The supplier will be subject to the Framework Performance Indicators and Lot Specific Service Levels specified in Schedule 1 – Special Conditions of this Framework Contract.
- B2-3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- B2-4 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

**B3 Contracting Authority Obligations****B3-1** The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

**B4 Charges and Payment**

B4-1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and

B4-2-5 The Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause **Error! Reference source not found..**

B4-3 Not used.

B4-4 The Supplier shall invoice the Contracting Authority monthly in arrears in accordance with clause B4-2-5. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract, that shorter payment period will also apply under clause B4-9 of this Framework Contract. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.

B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in

- respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice. Where the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract than the period set out in clause B4-5, that shorter payment period will also apply under this clause.
- B4-10 In the event a call-off contract is less than £5 million per annum, the Supplier shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that:
- B4-10-1 any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- B4-10-2 any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;  
; and
- B4-10-3 any subcontract or will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.
- For the avoidance of doubt, in any situations that the Contracting Authority is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Supplier to its subcontractors or supply chain.
- B4-11 In the event a call-off contract is more than £5 million per annum, the Supplier shall ensure, pursuant to the Governments payment objectives that it shall in its performance of this contract meet the standard required of 95% of invoices paid within 60 days in at least one of the previous two six monthly reporting periods so as to demonstrate to the Contracting Authority that it has an appropriate and effective payment system in place for any subcontractors or supply chain associated with this Contract.
- B4-12 The Supplier shall be obliged during its performance of the Contract to provide evidence to the Contracting Authority that payments being made to its subcontractors or supply chain, by either of the following methods:
- B4-12-1 information can be easily be obtained directly and free of charge by the Contracting Authority from a national database, with details provided by the Supplier on how the Contracting Authority may access this information at any time during the performance of the Contract when requested to do so by the Contracting Authority; or
- B4-12-2 the information shall be provided to the Contracting Authority by email free of charge on frequency advised below, such as the supplier has a

sufficiency of invoice volumes to do so and that the volumes of invoices handled by the Supplier accurately represents the assurance sought.

- B4-13 The Supplier shall not be obliged to provide such above assurances to the Contracting Authority during the Contract by either of the above referred methods, in the following circumstances only:
- B4-13-1 if the Supplier in its performance of the Contract does not at any time need to engage a subcontractor; or
- B4-13-2 if the volumes of invoices processed by the Supplier in its performance of the Contract falls below the above required standard, due to the volumes of invoices processed by the Supplier, being particularly high or particularly low as measurement by percentage may distort the true picture. In such circumstances the Supplier shall suitably inform the Contracting Authority of either of these situations supported by a suitable declaration and supporting evidence in

For the avoidance of doubt, the Contracting Authority reserves the right at any time in considering the Suppliers submission or information secured via access to any national data base, to seek further explanation or declaration from the Supplier to ensure that payments meet the required obligations placed upon the Contracting Authority.

- B4-14 The Supplier shall without reservation assist the Contracting Authority to the reasonable extent as is requested, to assist the Contracting Authority to secure these assurances during the Contract.
- B4-15 In situations that the Contracting Authority is making payments to the Supplier without an Invoice, the absence of an invoice (e.g. timesheet submissions for services) does not waiver any obligation regarding payments made to the Suppliers subcontractors or supply chain.

## **B5 Adjustment Within the Initial Term**

- B5-1 The rates in Schedule 2 shall apply for the Initial Term of the Framework Contract.
- B5-2 Not Used.

## **B6 Adjustment on Extension of the Initial Term**

- B6-1 In the event that the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority wishes to extend the Initial Term of the Framework Agreement into the Extension Period, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, in the three (3) month period prior to the expiry of the Initial Term notify the Parties of its intention to extend. The Supplier shall give the Contracting Authority within the three (3) month period prior to the expiry of the Initial Term written notice of where it wants to request an increase to the rates Any written notice requesting an increase to the rates must be carried out in accordance with Schedule 1 – Special Conditions.
- B6-2 If the parties are unable to agree a variation in the price in accordance with Clause B6-1, the Framework Contract shall terminate at the end of the Initial Term.
- B6-3 If a variation in the price is agreed between the Contracting Authority or UKSBS acting as an agent on behalf of the Contracting Authority and the Supplier, the revised price will remain firm and fixed for the first year extension and second year extension period where implemented.

## **B7 Contracting Authority property**

- B7-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS

(as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

## **B8 Intellectual Property Rights**

- B8-1 In respect of any goods that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B8-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B8-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B8-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B8-2.

## **B9 Indemnity**

- B9-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all direct costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:
- B9-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors. Any claim will be subject to the liability outlined in clause B11-5; and
- B9-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
- B9-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of this Framework Contract.

B9-2 This clause B9 shall survive termination or expiry of this Framework Contract and any Contract.

## **B10 Insurance**

B10-1 During the term of the Framework Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B10-1-1 professional Indemnity insurance for not less than £ 1 million in annual aggregate;

B10-1-2 public liability insurance for not less than £ 5 million per claim (unlimited claims); and

B10-1-3 employer liability insurance for not less than £ 5 million per claim (unlimited claims);

B10-1-4 Not Used

B10-2 Not Used.

B10-3 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B10-4 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B10-5 The Supplier shall:

B10-5-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B10-5-2 Notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B10-6 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B10-1.

B10-7 Not Used.

## **B11 Liability**

B11-1 In this clause B11, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under this Framework Contract or any Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

B11-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Framework Contract or any Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Framework Contract or any Contract.

B11-3 Subject to clause B11-7, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B11-3-1 any indirect or consequential loss or damage;

B11-3-2 any loss of business, rent, profit or anticipated savings;

B11-3-3 any damage to goodwill or reputation;

B11-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

- B11-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
- B11-4 Subject to clause B11-7:
- B11-4-1 The Contracting Authority and UK SBS's total liability in connection with this Framework Contract shall be limited to the Charges for the Services under the most recent Contract; and
- B11-4-2 The Contracting Authority and UK SBS's total liability in connection with any Contract shall be limited to the Charges for the Services under that Contract.
- B11-5 Subject to clause B11-7, the Supplier's total liability in connection with the Framework Contract and any Contract shall be limited to £1,000,000.00
- B11-6 Subject to clause B11-7:
- B11-6-1 the Supplier's total liability in connection with this Framework Contract shall be limited to £1,000,000; and
- B11-6-2 The Supplier's total liability in connection with any Contract called off against this framework in relation to Lot 1 and Lot 2 shall be limited to £1,000,000.
- B11-6-3 The Supplier's total liability in connection with any Contract called off against this framework in relation to Lot 3 will be confirmed within each Call-Off Contract.
- B11-7 Nothing in the Framework Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- B11-7-1 death or personal injury resulting from its negligence; or
- B11-7-2 its fraud (including fraudulent misrepresentation); or
- B11-7-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

## SECTION C

### C1 Confidential Information

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under this Framework Contract or any Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
- C1-1-1 was public knowledge or already known to that party at the time of disclosure; or
- C1-1-2 subsequently becomes public knowledge other than by breach of this Framework Contract or any Contract; or
- C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or
- C1-1-4 is agreed by the parties not to be confidential or to be disclosable.
- C1-2 To the extent necessary to implement the provisions of this Framework Contract or any Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body or if required by law but only to the extent required, provided that before any such disclosure that party shall make those persons aware of its

obligations of confidentiality under this Framework Contract or any Contract and shall provide the other with notice of the disclosure as permitted by law or regulation and where so permitted use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at that party's election, destroyed promptly) on expiry or termination of this Framework Contract or any Contract, and no copies shall be kept except as required by applicable law or regulation.

## **C2 Transparency**

- C2-1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.

- C2-2 The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

C2-2-1 contravene a binding confidentiality undertaking that protects information which the UK SBS, at the time when it considers disclosure, reasonably considers to be confidential to Supplier;

C2-2-2 be contrary to regulation 21 of the Public Contracts Regulations 2015; or

C2-2-3 if the reasonable opinion of UK SBS is prevented by virtue of one or more of the exemptions in the Freedom of Information Act (FOIA) or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in C2-2-1, C2-2-2, C2-2-3 apply the Supplier consents to the Contract or sourcing documents being redacted by UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

## **C3 Force Majeure**

- C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under this Framework Contract or any Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier. The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier shall not be liable for any costs or losses associated with the failure to carry out its obligations as a result of a force majeure event or circumstance, relief from liability shall end as soon as the Force Majeure event or circumstance no longer causes the relevant party to be unable to comply with its obligations under this Framework Contract.

## **C4 Corruption**

- C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate this Framework Contract

immediately, and the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate any Contract immediately, and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

- C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
  - C4-1-2 has entered into the Framework Contract or any Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before this Framework Contract or any Contract is entered into;
  - C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
  - C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:
- C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;
  - C4-2-2 direct, indirect and consequential losses; and
  - C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

## **C5 Data Protection**

- C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.
- C5-2 General Data Protection Regulations (GDPR)

### **General Data Protection Regulations (GDPR)**

#### **1. Data Protection**

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

### **Annex 1: Processing, Personal Data and Data Subjects**

- (1) The contact details of the Contracting Authorities Data Protection Officer are:

DESNZ Data Protection Officer  
 Department for Energy Security and Net Zero  
 3-8 Whitehall Place  
 London  
 SW1A 2EG

Email: [dataprotection@energysecurity.gov.uk](mailto:dataprotection@energysecurity.gov.uk)

- (1) The contact details of the Suppliers Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: [REDACTED]
- (2) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.
- (3) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure that the Tenderer can effectively deliver the Heat Network Zoning Programme as identified within the specification.</p> <p>The processing of names and business contact details of staff of both the Authority, Local Authorities in allocated study areas and the supplier will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority, Local Authorities in study areas and the supplier involved in managing the Contract.</p>
Duration of the processing	Processing will take place during the period of each Task Order.
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data by automated means etc.</p> <p>Processing takes place for the purposes of improving and refining the identification of heat network zones as identified within the specification</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of the Authority, Local Authorities in allocated study areas and the supplier as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority, Local Authorities in allocated study areas and the supplier involved in managing the Contract.</p>
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority, Local Authorities in allocated study areas and the supplier as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the

	names and business contact details of staff of both the Authority, Local Authorities in allocated study areas and the supplier involved in managing the Contract.
Categories of Data Subject	Staff of the Authority, Local Authorities in allocated study areas and the supplier, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under European Union or European member state law to preserve that type of data	The Supplier will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Framework Agreement. The Supplier will certify to the Authority that it has completed such deletion.
Controls in place to prevent further use of the data	Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Request for Proposal.

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority.

## 2. GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Framework on the anniversary of the commencement of the Framework Agreement.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance  
Questionnaire May1

## C6 Freedom of Information

C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.

C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably

requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

- C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:  
C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;  
C6-3-2 is to be disclosed in response to a Request for Information,  
And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:  
C6-4-1 without consulting with the Supplier, or  
C6-4-2 Following consultation with the Supplier and having taken its views into account.
- C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

## **C7 General**

### **C7-1 Entire Agreement**

C7-1-1 This Framework Contract and any Contract constitutes the entire agreement between the Contracting Authority and the Supplier, in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

### **C7-2 Liability**

- C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.
- C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

### **C7-3 Assignment and Subcontracting**

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this Framework Contract or any Contract. Clause C7-3-1 will not be invoked during the initial term of the Framework Agreement.

- C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.
- C7-3-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

#### C7-4 Further Assurance

- C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Contracting Authority.

#### C7-5 Publicity

- C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

#### C7-6 Notices

- C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:
- C7-6-1-a in the case of the Contracting Authority: [REDACTED] Address: 3-8 Whitehall Place, London, SW1A 2EG Email: [REDACTED] (and a copy of such notice or communication shall be sent to: Buildings & Energy, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF; Email: [FMPProcurement@uksbs.co.uk](mailto:FMPProcurement@uksbs.co.uk) and the Head of Procurement Service Delivery, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF);
- C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.
- C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the

second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises [REDACTED]

[REDACTED] (or such other person, being a firm of solicitors resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [REDACTED] (or any such substitute) shall be deemed to be service on the Supplier.

#### **C7-7 Severance**

C7-7-1 If any court or competent authority finds that any provision of this Framework Contract or any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Framework Contract or the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of this Framework Contract or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **C7-8 Waiver**

C7-8-1 A waiver of any right or remedy under this Framework Contract or any Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Framework Contract or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### **C7-9 No Partnership, Employment or Agency**

C7-9-1 Nothing in this Framework Contract or any Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either UK SBS or the Customer. Nothing in this Framework Contract or any Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

#### **C7-10 Third Party Rights**

C7-10-1 A person who is not a party to this Framework Contract or any Contract shall not

have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Framework Contract or any Contract may directly enforce or rely on any terms of this Contract.

#### **C7-11 Variation**

C7-11-1 Any variation to this Framework Contract or any Contract, including any changes to the Services, this Framework Contract, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier, and (in the case of any Contract) the Contracting Authority and the Supplier.

#### **C7-12 Counterparts**

C7-12-1 This Framework Contract may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.

#### **C7-13 Governing Law and Jurisdiction.**

C7-13-1 Subject to clause C7-13-2, this Framework Contract and any Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-13-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

#### **C7-14 Modern Slavery Act 2015**

C7-14-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

C7-14-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;

C7-14-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

C7-14-4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

C7-14-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

C7-14-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

C7-14-7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

C7-14-8 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

C7-14-9 shall not use, or allow its Subcontractors to use, child or slave labour;

C7-14-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

C7-14-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-14-12 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-14-12-a Impact assessments undertaken

C7-14-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-14-12-c Evidence of stakeholder engagement

C7-14-12-d Evidence of ongoing awareness training

C7-14-12-e Business-level grievance mechanisms in place to address modern slavery

C7-14-12-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-14-12-g The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Modern Slavery Act.

The Supplier shall complete and return the slavery and trafficking report to the contact named in the Framework on the anniversary of the Commencement of the Framework Agreement.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

#### **C7-15 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments**

C7-15-1 The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by

reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

#### **C7-16 Taxation Obligations of the Supplier**

C7-16-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-16-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-16-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-16-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-16-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-16-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-16-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-17 NOT USED.

This Framework Contract has been entered into on the date stated at the beginning of it.

## Schedule 1 Special Conditions

This Framework Agreement is split into the following Lots/Sub-Lots:

Lot 1 – National Zoning Methodology

Lot 2 – Advanced Zoning Delivery which is sub lotted as follows:

- Sub-Lot 2.1 – Project Management Support
- Sub-Lot 2.2 – Technical Support
- Sub-Lot 2.3 – Commercial Support
- Sub-Lot 2.4 – Financial Support
- Sub-Lot 2.5 – Legal Support

Lot 3 - National Zoning Model which is sub lotted as follows:

- Sub-Lot 3.1 - Model Development Support
- Sub-Lot 3.2 - Model Management and Data Analytics

### **Framework Call Off Procedure**

#### **Lot 1 – National Zoning Methodology**

The call off procedure for Lot 1 will be in order of consultant scoring at procurement stage. The highest scoring, successful consultant will be allocated one of the locations by DESNZ such as a town/city or London Borough then the second highest scoring consultant will be given the next allocated city by DESNZ. This will continue down the list of consultants and revolve back to the start of the consultants list until the cities are fully allocated. A consultant can decline to take on additional cities after Allocation Round 1 if they are not able to resource further cities.

For example, in the scenario where 15 consultants (1 - 15 with 1 being the highest ranked score and 15 the lowest) meet the required standard to participate and there are 30 cities to allocate the allocation of cities in Rounds would be:

#### **Allocation Round 1**

- 1-15 each get allocated a city in order of their tender score rankings
- Round 1 results in 15 cities being allocated

#### **Allocation Round 2**

- 1-13 each get allocated a city in order of their tender score rankings
- 14 & 15 decline to be allocated a further city
- Round 2 results in a further 13 cities being allocated

#### **Allocation Round 3**

- 1 & 2 each get allocated a city in order of their tender score ranking
- Round 3 results in the final 2 cities being allocated

Please note that passing the mandatory minimum score does not guarantee a position on the framework.

Should the result of the process result in a tied place(s) then the supplier(s) who scored the highest total in the technical criterion (combined technical score) will be ranked before the other supplier.

Lot 2 – Advanced Zoning Delivery

The call off procedure for Lot 2 will be in order of consultant scoring for each sub-lot at procurement stage.

The highest scoring, successful consultant for each sub-lot will be allocated a study area by DESNZ then the second highest scoring consultant will be given the next study area by DESNZ. This will continue down the list of consultants and revolve back to the start of the consultants list until all study areas are fully allocated.

Bidders are to note that not all study area allocated under Lot 2 will require the consultancy services of all of the sub-lots, for example as demonstrated in the below table, Study Area 2 does not require Sub-Lot 2.2 Technical Support therefore the second highest scoring supplier for Sub-Lot 2.2 would be allocated the next study where these services are required.

	2.1 Project Management	2.2 Technical	2.3 Commercial	2.4 Financial	2.5 Legal
Study Area 1	Highest Scoring Supplier	Highest Scoring Supplier	Highest Scoring Supplier	Not Required	Highest Scoring Supplier
Study Area 2	2 <sup>nd</sup> Highest Scoring Supplier	Not Required	2 <sup>nd</sup> Highest Scoring Supplier	Highest Scoring Supplier	2 <sup>nd</sup> Highest Scoring Supplier
Study Area 3	3 <sup>rd</sup> Highest Scoring Supplier	2 <sup>nd</sup> Highest Scoring Supplier	3 <sup>rd</sup> Highest Scoring Supplier	2 <sup>nd</sup> Highest Scoring Supplier	Not Required
Study Area 4	4 <sup>th</sup> Highest Scoring Supplier	3 <sup>rd</sup> Highest Scoring Supplier	4 <sup>th</sup> Highest Scoring Supplier	3 <sup>rd</sup> Highest Scoring Supplier	3 <sup>rd</sup> Highest Scoring Supplier

A consultant can decline to take on additional study areas after initial allocation if they are not able to resource further areas. Where this occurs the next highest scoring supplier in the sub-lot will be allocated the study area.

Lot 3 - National Zoning Model

Services under Lot 3 of the Framework shall be awarded following a further competition. When running a further competition, all suppliers awarded under the relevant sub-lot will be invited to bid.

Before suppliers are invited to bid, a document suite including a Specification of the requirements and Contract will be drafted.

It is expected that the type of contract to be utilised for these further competitions shall be a Cabinet Office Mid-Tier Contract or Short Form Contract however the Department reserve the right to utilise any form of contract. For information, the Cabinet Office can be located by following the below:

The Mid-Tier Contract – <https://www.gov.uk/government/collections/the-mid-tier-contract>

Short Form Contract - <https://www.gov.uk/government/collections/short-form-terms-and-conditions>

Once the documents have been prepared in alignment with the Departments requirements, suppliers will be able to bid. Further competitions will be issued via the Jaggaer e-sourcing tool or alternative tool if replaced.

Suppliers will be allowed sufficient time to respond to the further competition and a permitted timeframe for bidders to raise clarification questions will be advised. Responses to clarifications will be shared to all suppliers invited to tender.

After the deadline for submissions has passed, suppliers will be evaluated based on the responses and assessment criteria defined and included within the tender pack.

Suppliers are not permitted to charge higher than the Framework Rates submitted within AW5.2 Price Schedule under any Further Competition carried out.

### **Service Levels**

#### **Definitions**

Service Level Failure – means a failure to meet the Service Level Performance Measure in respect of a Service Level.

Service Level Performance Measure – shall be as set out against the relevant Service Level of this Schedule.

Service Level Threshold – shall be as set out against the relevant Service Level of the Schedule.

Supplier's performance under the Framework and Lot/Sub-Lot will be measured by the following Performance Indicators ("PI") / Service Levels.

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measures for each Service Level.

Not more than once in each Framework year, the Contracting Authority may, on giving the supplier at least three (3) Months' notice change the weighting of the Service Level Performance Measure and/or Framework Performance Indicator in response of one or more of the Service Levels and/or Performance Indicator.

If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure or Framework Performance Indicator the Supplier shall within 48 hours notify the Contracting Authority in writing and the Contracting Authority, in its absolute discretion and without limitation of other rights, may require the supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Contracting Authority and to rectify a Service Level Failure and/or Framework Performance Indicator Failure from taking place or recurring.

### **Rectification Process**

Rectification Plan – The Supplier's plan (or revised plan) to rectify any failure to meet any Service Level Performance Measure or Framework Performance Indicator using the template provided in this Schedule which shall include:

- Full details of the failure, including root cause analysis

- The actual or anticipate effect of the failure
- The steps which the Supplier proposes to take to rectify the failure and to prevent such failure from recurring, including timescales for such steps and for the rectification of the failure

If the supplier is likely to or fails to meet any Service Level, the Contracting Authority may request that the Supplier provide a Rectification Plan.

When the Contracting Authority receives a requested Rectification Plan it can either:

- Reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- Accept the Rectification Plan or revised Rectification Plan and the supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless otherwise agreed by the Parties.

Where the Rectification Plan or revised Rectification Plan is rejected, the Contracting Authority:

- Must give reasonable grounds for its decision; and
- May request that the Supplier provides a revised Rectification Plan within 5 Working Days

If the Contracting Authority rejects any Rectification Plan, including any revised Rectification Plan, the Contracting Authority does not have to request a revised Rectification Plan before exercising its right to terminate the Framework Contract.

Request for Rectification Plan or Revised Rectification Plan			
Details of the Failure:			
Deadline for receiving the [Revised] Rectification Plan:			
Cause of the Failure:			
Anticipated impact assessment:			
Actual effect of Failure:			
Steps to be taken to rectification including timescales:			
Timescale for complete Rectification of Failure:	[X] Working Days		
Steps taken to prevent recurrence of Default			
Signed by the Supplier:		Date:	
Review of Rectification Plan – Contracting Authority			

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)			
Signed by Contracting Authority		Date:	

Where a Supplier fails to meet any Service Level Performance Measure and/or Framework Performance Indicator the Contracting Authority has the right to temporarily suspend a Supplier from the Framework work allocation process until Service Level Performance Measure(s) and/or Framework Performance Indicator(s) have been met.

Where there is a consistent repeated failure to meet the Performance Indicators despite remedial action taking place to mitigate the impact on the Contracting Authority and to rectify a Service Level Failure from taking place or recurring the Contracting Authority has the right to terminate the Framework Contract with a Supplier.

Upon termination the supplier shall:

- Cease all work on the Task Order or Call-Off Contract
- Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- Cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and
- Cease all use of and delete all copies of UK SBS's or the Contracting Authority's confidential information.

#### Framework Level PI's

Framework Performance Indicator (PI)	PI Target	Measured By
An aggregated report of Monthly Management Information (MI) is provided for each call-off contract on a quarterly basis. This will consist of the KPI and MIs agreed at call-off level for each call-off contract.	100%	Confirmation of receipt and time of receipt by DESNZ
Monthly Management Information (MI) is provided at Framework level and for each call-off until the end of the HNZZ Framework	100%	Confirmation of receipt and time of receipt by DESNZ
Social Value commitment is being met in line with original framework commitment made when signing up to the framework.	95%	Social Value report submitted every 6 months in line with Social Value commitment made in framework bid
Total SME spend under the framework, as a percentage of overall framework spend.	33%	Percentage of Total Spend either directly or indirectly with Small and Medium

		Enterprises
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Lot 1 National Zoning Methodology Service Levels

Service Level Performance Criterion	Key Indicators	Description	Service Level Threshold
Deliverable's timeliness (monthly)	Delivered to agreed timescales	The output of each commission was delivered in the agreed timeframe as outlined in the Task Order	95%
Supplier Internal quality assurance (monthly)	Delivered in line with quality assurance methodology	The output of a commission was subjected to the internal quality controls as outlined in the Task Order	95%
Management Information (MI) is provided at monthly intervals and a minimum of 2 working days before any scheduled call-off contract management meeting.	Delivered to agreed timescales	Confirmation of receipt and time of receipt by DESNZ	100%
Quality Score (monthly)	Accepted by the department as meeting acceptable quality standards	The output of a commission was signed off by the relevant Policy lead as having been produced to satisfactory quality and met the objective set out in the Task Order	100%
Invoice timeliness (monthly)	Delivered to agreed timescales	The invoice was provided with the agreed timeframe stipulated in the Task Order	100%
Invoice Accuracy (monthly)	Delivered to acceptable standard	The invoice provided accurate information and was in accordance with the Task Order	100%

Lot 2 Advanced Zoning Methodology KPI's

Service Level Performance Criterion	Key Indicators	Description	Service Level Threshold
Deliverables timeliness (monthly)	Delivered to agreed timescales	The output of each commission was delivered in the agreed timeframe as outlined in the Task Order	95%
Supplier Internal quality assurance (monthly)	Delivered in line with quality assurance methodology	The output of a commission was subjected to the internal quality controls as outlined in the Task Order	95%
Management Information (MI) is provided at monthly intervals and a minimum of 2 working days before any scheduled call-off contract management meeting.	Delivered to agreed timescales	Confirmation of receipt and time of receipt by DESNZ	100%
Quality Score (monthly)	Accepted by the department as meeting acceptable quality standards	The output of a commission was signed off by the relevant Policy lead as having been produced to satisfactory quality and met the objective set out in the Task Order	100%
Invoice timeliness (monthly)	Delivered to agreed timescales	The invoice was provided with the agreed timeframe stipulated in the Task Order	100%
Invoice Accuracy (monthly)	Delivered to acceptable standard	The invoice provided accurate information and was in accordance with the Task Order	100%

Lot 3 National Zoning Model KPIs

The following are included by way of example only. Procurement specific service levels will be incorporated as part of each Further Competition.

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
[Accurate and timely billing of Contracting Authority]	Accuracy /Timeliness	At least 98% of all times	[ ]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
[Access to Contracting Authority support]	Availability	At least 98% of all times	[ ]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

**Adjustments to Price/Rates on Extension of the Initial Term**

In accordance with Clause B6 the rates can only be varied due to:

- In line with Indexation, for the purposes of this Framework rates can only be varied in line with the Consumer Price index.

Any notice requesting an increase shall include:

- a list of the rates to be reviewed;

For each of the rates under review, written evidence of the justification for the requested increase including:

- a breakdown of the profit and cost components that comprise the relevant part of the rates;
- details of the movement in the different identified cost components of the relevant Charge;
- evidence that the Supplier has attempted to mitigate against the increase
- evidence that the Supplier's profit component of the relevant rate is not greater than that applying to charges using the same pricing mechanism as at the Framework Commencement Date.

The Contracting Authority shall consider each request for a price increase. The Contracting Authority may grant Approval to an increase at its sole discretion.

Where the Buyer approves an increase then it will be implemented in accordance with Clause B6-3.

**Framework Appointment Information**

Framework Commencement Date: Wednesday 8<sup>th</sup> May 2024

Framework Expiry Date: Thursday 7<sup>th</sup> May 2026

Framework Extension Options: 12 months + 12 months

Framework Initial Period: 24 Months

**Lots/Sub-Lots Appointed:**

Lot 2 – Advanced Zoning Delivery:

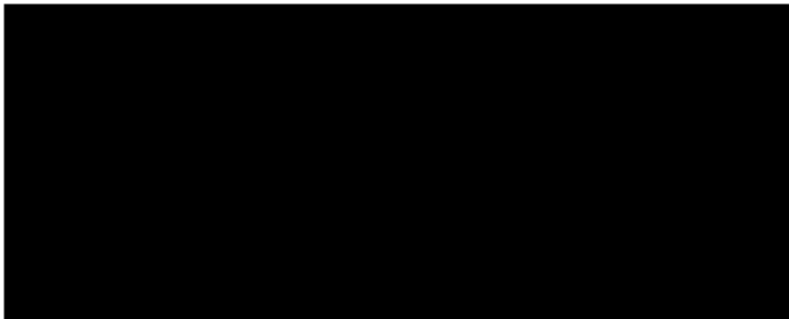
- Sub-Lot 2.3 – Commercial Support

### Schedule 1 Task Order Form (For Lots 1 & 2)

<b>Task Order Instruction</b>	
To:	Address:
From:	Address:
Project Name:	Project ID:
Task Order No.	Date:
As per the call off process agreed within BE23183 the Department instruct you to:	
<p>The duration of the Task Order is                  and will expire on                  unless otherwise notified by the Department.</p> <p>The value of the Task Order shall not exceed £_ . The Task shall be invoiced on a time basis and any rates charged shall not exceed those agreed within the Framework Agreement.</p>	
Signed:	Date:

## Schedule 2 – Maximum Rates

### Sub-Lot 2.3 – Commercial Support



**Schedule 3 – Framework Specification**

Schedule 3 provides the Contracting Authority's high-level deliverables for this Framework Agreement. Specific Deliverables will be confirmed within each Task Order/Call-Off Contract.

**Schedule 4 – Supplier's Framework Bid**

Schedule 4 provides the Supplier's Technical Framework Bid Submission for Sub-Lot 2.3.

For and on behalf of HermeticaBlack Ltd  
(The Supplier)

Signed

Name

Position

Date

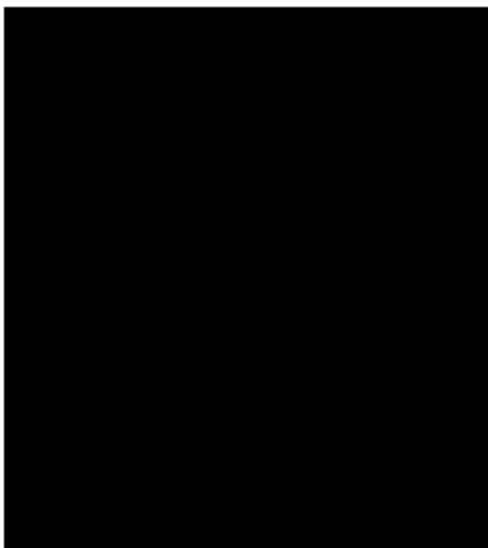
For and on behalf of Department for Energy  
Security and Net Zero (The Contracting  
Authority)

Signed

Name

Position

Date



**THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS**