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FRAMEWORK AGREEMENT

Between **HM Revenue & Customs**

and **\*Insert Supplier Name\***

for the provision of

Culture, Values and Behavioural Change Delivery Services

|  |  |
| --- | --- |
| Version: | V1 |
| LCW Ref: | CW\*\*\*\*\* |
| Ariba Sourcing Project Ref: | 1710-PSCR-SR65976229 HR OD Support Services Phase 3 |
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# Form of Agreement

This Agreement is made between Her Majesty’s Revenue and Customs (the Client) of 100 Parliament Street, Westminster, London, SW1A 2BQ and **\*Insert Supplier Name\*** (the Contractor) whose main or registered office is at **\*Insert Supplier Address\*** and is effective as of 08/01/2018

It is agreed that:

This Form of Agreement together with the Terms and Conditions and Schedules are the documents that collectively form the “Contract”.

The Contract effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for and on behalf of:

|  |  |
| --- | --- |
|  | **\*Insert Supplier Name\*** |
| **Signature:** |  |
| **Name:** |  |
| **Capacity:** |  |
| **Date:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Email:** |  |

|  |  |
| --- | --- |
|  | **HM Revenue & Customs** |
| **Signature:** |  |
| **Name:** |  |
| **Capacity:** |  |
| **Date:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Email:** |  |

# Terms and Conditions

# A GENERAL PROVISIONS

## A1 Definitions

In this Contract except where the context otherwise requires, the following expressions shall have the meanings given to them below:

**“BPSS”** means the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;

**“Client”** means Her Majesty’s Revenue and Customs (HMRC);

**"Client Data"** means

1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
2. are supplied to the Contractor by or on behalf of the Client; or
3. the Contractor is required to generate, process, store or transmit pursuant to this contract; or
4. any Personal Data for which the Client is the Data Controller;

**“Contractor”** means the person, firm or company with whom the Client enters into the Contract, as named in the Form of Agreement;

**“Contracting Authority”** means any Contracting Authority as defined in Regulation 2 of the Public Contracts Regulations 2015;

**"Commercially Sensitive Information"** means information notified to the Client in writing (prior to commencement of this contract) which has been clearly marked by the Contractor as Commercially Sensitive Information, comprising of information

1. which is provided by the Contractor to the Client in confidence; and/or
2. that constitutes a trade secret;

**"Confidential Information"** means all information however it is conveyed or on whatever media it is stored, which comes to the attention of or into the possession of either party on or after execution of the contract, and which has been designated as confidential by either party in writing or which ought to be considered as confidential;

**“Contract Period”** means the period of the duration of the Contract set out in the Service Order (Schedule A);

**“Contract Price”** means the price, exclusive of Value Added Tax, payable by the Client to the Contractor for the delivery of the Services as per the Service Order (Schedule A);

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies;

**“Default”** means any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other Default, act, omission, negligence or negligent statement of the relevant party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other;

**“Equipment”** means all equipment, materials, consumables and plant, other than Client’s Property, to be used by the Contractor in the delivery of the Services;

**"Good Industry Practice"** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

**“Goods”** means the goods to be supplied as specified in the Specification;

**“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logs, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom and the right to sue for passing off;

**“Key Personnel”** means those persons named in the Specification as being key personnel;

**"Personal Data"** shall have the same meaning as set out in the Data Protection Act 1998;

**“Premises”** means the location where the Services are to be supplied, as set out in the Specification;

**“Property”** means the property issued or made available to the Contractor by the Client in connection with the Contract;

**“Request for Information”** shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply);

**"Security Plan"** means the Contractor's security plan prepared pursuant to the Client’s instructions;

**"Security Policy"** means the Client's security policy as updated from time to time;

**“Services”** means the services set out in the Service Order, and includes any materials, articles, reports and goods to be supplied thereunder;

**“Service Order”** means the HM Revenue and Customs Service Order set out at Schedule A

**“Specification”** means the description of the services required set out in the Specification of Requirements section of the Service Order;

**“Staff”** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract;

**"Standards"** means the British or international standards, Client's internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures identified in the requirement;

**A2 Initial Contract Period**

A2.1 The Contract shall take effect on the Commencement Date of 08/01/2018 and shall expire automatically12 months thereafter unless it is terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause B6 in Schedule B (Extension of Initial Contract Period).

## A3 Contractor’s Status

A3.1 At all times during the Contract the Contractor shall be an independent Contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the parties and accordingly neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of the Contract.

## A4 Access to Client’s Premises

A4.1 The Client may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Client’s premises to any member of staff or any person employed or engaged by any member of the Contractor’s staff, whose admission or continued presence would, in the reasonable opinion of the Client, be undesirable.

A4.2 At the Client’s written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the premises specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Client may reasonably request.

A4.3 Where staff are required to have a pass for admission to the Client’s premises, the Client’s representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

## A5 Staff Vetting and Government Baseline Security Standard

A5.1 The Contractor shall comply with the HMG Baseline Personnel Security Standard (BPSS) in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor have been vetted and recruited in accordance with the BPSS.

A5.2 The Contractor hereby warrants and represents that the checks specified in BPSS have been carried out in respect of each person assigned to access Premises, Property or Information belonging to the Client and that the results of those checks are satisfactory.

A5.3 The Contractor shall maintain full and accurate records of BPSS checks such that the Client (or its authorised agents) may verify that the Contractor has carried out such checks in accordance with the BPSS.

## A6 Security of Premises

A6.1 The Client shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all reasonable security requirements of the Client while on the Premises, and shall ensure that all of its Staff comply with such requirements.

# B CONTRACT PRICE AND VAT

## B1 Contract price and Payment

B1.1 The contract prices and rates shall be generally as set out in Schedule E (Pricing Schedule) exclusive of VAT, and more specifically as recorded in any subsequent call-off/service order.

B1.2 The Contractor shall add VAT to the Contract price at the prevailing rate as applicable and the Client shall pay the VAT to the Contractor following its receipt of a valid VAT invoice.

B1.3 The Client shall pay all sums due to the Contractor within 30 days from the date on which an invoice, submitted in accordance with the Client’s reasonable instructions, has been determined by the Client as being valid and undisputed.

B1.4 Where the Contractor enters into a sub-contract with a supplier or sub-contractor for the purpose of performing its obligations under the Contract, it shall (in fulfilment of the obligations expressed in Regulation 113 of the Public Contracts Regulations 2015) ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the date that the invoice is determined as being valid and undisputed and shall require the subcontractor to include in any sub-contract that it in turns awards provisions to the same effect.

## B2 Compliance with Value Added Tax and Other Tax Requirements

B2.1 The Contractor shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.

B2.2 Failure to comply may constitute a material breach of this Contract and the Client may exercise the rights and provisions conferred by Condition G2 (Termination on Default) hereof.

B2.3 The Contractor shall provide to the Client the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or Self-Assessment reference of any agent, supplier or sub-contractor of the Contractor prior to the commencement of any work under this Contract by that agent, supplier or sub-contractor. Upon a request by the Client, the Contractor shall not employ or will cease to employ any agent, supplier or sub-contractor.

## B3 Tax Arrangements of Public Sector Appointees

B3.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

B3.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

B3.3 The Client may, at any time during the term of this Contract, request the Contractor to provide information which demonstrates how it complies with Clauses B3.1 and B3.2 above or why those Clauses do not apply to it.

B3.4 A request under Clause B3.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

B3.5 The Client may terminate this Contract if:

1. in the case of a request mentioned in Clause B3.3 above-

The Contractor fails to provide information in response to the request within a reasonable time, or

The Contractor provides information which is inadequate to demonstrate either how it complies with Clauses B3.1 and B3.2 above or why those Clauses do not apply to it;

1. in the case of a request mentioned in Clause B3.4 above, the Contractor fails to provide the specified information within the specified period, or
2. it receives information which demonstrates that, at any time when Clauses B3.1 and B3.2 apply to the Contractor, the Contractor is not complying with those Clauses.

B3.6 The Client may supply any information which it receives under Clause B3 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.

# **C STATUTORY OBLIGATIONS AND REGULATIONS**

## C1 Prevention of Corruption and the Bribery Act 2010

C1.1 The Contractor shall comply, and shall ensure that its employees, agents and sub-contractors comply, with the provisions of the Bribery Act 2010.

C1.2 The Contractor shall not offer or give, or agree to give, to the Client or any other Crown body or any person employed by or on behalf of the Client or any other Crown body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other Contract with the Client or any other Crown body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such Contract.

C1.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Client or any other Crown body or any person employed by or on behalf of the Client or any other Crown body in connection with the Contract.

C1.4 If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by Clauses C1.2 or C1.3, the Client may:

1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or
2. recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of those Clauses.

## C2 Prevention of Fraud

C2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client.

C2.2 The Contractor shall notify the Client immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

C2.3 If the Contractor or its Staff commits Fraud in relation to this or any other Contract with the Crown (including the Client) the Client may:

1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or
2. recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of this Clause.

## C3 Health and Safety

C3.1 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

C3.2 The Contractor shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Client shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.

C3.3 While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Client in respect of Staff and other persons working there.

C3.4 The Contractor shall notify the Client immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

# D DATA SECURITY AND PROTECTION OF INFORMATION

## D1 Client Data

D1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Client Data.

D1.2 The Contractor shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Client.

D1.3 To the extent that Client Data is held and/or processed by the Contractor, the Contractor shall supply that Client Data to the Client as requested by the Client in the format specified by the Client or in any exit management plan.

D1.4 The Contractor shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.

D1.5 The Contractor shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at agreed intervals.

D1.6 The Contractor shall ensure that any system on which the Contractor holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.

D1.7 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Client may:

a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery plans and the Contractor shall do so as soon as practicable but not later than any agreed timescale; and/or

b) itself restore or procure the restoration of Client Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery plans.

D1.8 If at any time the Contractor suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Client immediately and inform the Client of the remedial action the Contractor proposes to take.

## D2 Data Protection Act

D2.1 For the purposes of this Clause D2, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA.

D2.2 The Contractor shall (and shall ensure that all Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

D2.3 Notwithstanding the general obligation in Clause D2.2, where the Contractor is processing Personal Data as a Data Processor for the Client the Contractor shall:

1. Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Contractor);
2. Comply with all applicable Laws;
3. Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Contractor’s obligations under this Contract or as is required by Law or any Regulatory Body;
4. Implement appropriate technical and organised measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
5. Take reasonable steps to ensure the reliability of Staff and agents who may have access to the Personal Data;
6. Obtain prior written consent from the Client in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
7. Not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior written consent of the Client;
8. Ensure that all Staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause D2;
9. Ensure that none of the Staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Client;
10. Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Client or in compliance with a legal obligation imposed upon the Client; and

D2.4 The Contractor shall notify the Client within 5 Working Days if it receives:

1. A request from a Data Subject to have access to that person’s Personal Data; or
2. A complaint or request relating to the Client’s obligations under the DPA;

D2.5 The contractor shall provide the Client with reasonable cooperation and assistance in relation to any such complaint or request made, including by:

1. Providing the Client with full details of the complaint or request;
2. Assisting the Client to comply with any such request in accordance with the Client’s reasonable instructions; and
3. Providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales reasonably required by the Client).

D2.6 The provision of this Clause D2 shall apply during the Contract Period and indefinitely after its expiry.

## D3 Official Secrets Acts and related Legislation

D3.1 The Contractor shall comply with, and shall ensure that it’s Staff comply with, the provisions of:

1. the Official Secrets Acts 1911 to 1989; and
2. Section 182 of the Finance Act 1989; and
3. Section 18 and Section 19 of the Commissioners for Revenue and Customs Act 2005

D3.2 In the event that the Contractor or its Staff fail to comply with this Clause, the Client reserves the right to terminate the Contract with immediate effect.

## D4 Confidential Information

D4.1 Except to the extent set out in this clause D4 or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

D4.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

D4.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

D4.2 Clause D4.1 shall not apply to the extent that:

D4.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;

D4.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

D4.2.3 such information was obtained from a third party without obligation of confidentiality;

D4.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

D4.2.5 it is independently developed without access to the other party's Confidential Information.

D4.3 The Contractor may only disclose the Client's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

D4.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Agreement.

D4.5 Where appropriate and at the written request of the Client, the Contractor shall procure that those members of the Staff identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.

D4.6 Nothing in this Agreement shall prevent the Client from disclosing the Contractor's Confidential Information:

D4.6.1 to any Crown body or any other Contracting Authority. All Crown bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;

D4.6.2 to any Contractor, Contractor or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;

D4.6.3 for the purpose of the examination and certification of the Client's accounts; or

D4.6.4 or any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.

D4.7 The Client shall use all reasonable endeavours to ensure that any person to whom the Contractor's Confidential Information is disclosed pursuant to clause D4.6 is made aware of the Client's obligations of confidentiality.

D4.8 Nothing in this clause D4 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

## D5 Freedom of Information

D5.1 The Contractor acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its information disclosure obligations.

D5.2 The Contractor shall and shall procure that any sub-contractors shall:

* + - * 1. transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receiving a Request for Information;
				2. provide the Client with a copy of all information in its possession or power in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request; and
				3. provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

D5.3 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

D5.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Client.

D5.5 If the Client receives a Request for Information relating to Information previously considered by the Parties to be Commercially Sensitive Information that is exempt under the FOIA the Client shall:

1. consider whether the Information is, in fact, exempt and;
2. consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the Information (unless the Information benefits from an absolute exemption) and;
3. consult with the Contractor prior to disclosure of the Information whenever reasonably practicable.

D5.6 Without prejudice to Clause D5.5 the Client shall consult with the Contractor before disclosing any Confidential Information of the Contractor unless the Client is obliged under the FOIA to disclose such Information without consulting the Contractor.

D5.7 The Client shall not be liable for any loss or damage suffered by the Contractor, whether in Contract, tort or any other way, as a result of the Client disclosing Information in response to a request made under the FOIA.

D5.8 The Contractor shall ensure that all Information is retained for disclosure in accordance with any legislation or guidelines from time to time in place and shall permit the Client to inspect such records as requested from time to time.

## D6 Security Requirements

D6.1 In the performance of this Contract, the Contractor shall comply with (and shall ensure that its Staff comply with) the Client’s specific security requirements as described in the Specification at Schedule A as appropriate. Failure to do so may result in the termination of the Contract in accordance with Clause G2. The Contractor shall be obliged to inform the Client of any security incident, regardless of its size or perceived impact on the Client’s business, as soon as the Contractor becomes aware of such an incident, and shall maintain auditable records of such events.

## D7 Publicity, Media and Official Enquiries

D7.1 The Contractor shall not:

1. make any press announcements or publicise this Contract or its contents in any way; or
2. use the Client’s name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

D7.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

D7.3 Both Parties shall take all reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with Clause D7.1.

## D8 Intellectual Property Rights

D8.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material furnished to or made available to the Contractor by the Client (the Client IP Materials”) shall remain the property of the Client and the Contractor shall not, and shall ensure that its Staff shall not (except when necessary for the performance of the Contract) without prior written approval, use or disclose any Intellectual Property Rights in the Client IP Materials.

D8.2 The Client acknowledges that ownership in all Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Contractor on behalf of the Client for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract (the “Contractor IP Materials”) shall remain with the Contractor.

D8.3 The Contractor hereby grants to the Client a non-exclusive licence to use, reproduce, modify, develop and maintain the material prepared by or for the Contractor on behalf of the Client for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract including but not limited to all Intellectual Property Rights in the same. Such licence shall be non-exclusive, perpetual, royalty free and irrevocable.

D8.4 The Contractor shall not infringe any Intellectual Property Rights of any third Party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Client and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Client or the Crown may suffer or incur as a result of or in connection with any breach of this Clause, except where any such claim arises from:

1. items or materials based upon designs supplied by the Client; or
2. the use of data supplied by the Client which is not required to be verified by the Contractor under any provision of the Contract.

## D9 Use of Contractor’s IT Equipment

D9.1 Where the Contractor has cause to use its own personal computer(s) for the purpose of delivering the services under this Contract, it should ensure that those computers meet the security standards set by the Client.

D9.2 Where the Client is required to provide by e-mail to the Contractor / Contractor, any departmental or customer data or any other information with a security marking of “OFFICIAL-SENSITIVE”, to enable it to deliver the services under this Contract, the Contractor / Contractor shall not store that information on its personal computer or any form of removable media.

D9.3 Any breach of this provision will be fully investigated by the Contract Manager named in the Contract, reported to the Client’s security unit, and may result in termination of the Contract under clause G2 Termination on Default.

## D10 Client’s Right to Publish the Contract

D10.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Client shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

D10.2 The Client may consult with the Contractor to inform its decision regarding any redactions but the Client shall have the final decision at its absolute discretion.

D10.3 The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract

# E CONTROL OF THE CONTRACT

## E1 Variation of the Service

E1.1 The Client reserves the right on giving reasonable written notice from time to time to request changes to the Services (whether by way of the omission of Services, the addition of new Services, or increasing or decreasing the Services or the locations where they are to be provided or otherwise) for any reasons. Such a change is hereinafter called “a Variation”.

E1.2 In the event of a Variation the price to be paid under the Contract may also be varied. Such variation in the price shall be calculated by the Client and agreed with the Contractor and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the prevailing circumstances. Failing agreement the matter shall be determined by negotiation or mediation. If the Contractor accepts the Variation, it shall confirm the same in writing.

E1.3 The Contractor shall provide such information as may be reasonably required to enable such varied price to be calculated.

## E2 Entire Agreement

E2.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or Fraudulent misrepresentation.

**E3 Transfer, sub-contracting and novatio**n

E3.1 The Contractor shall not assign, novate or otherwise transfer or dispose of any of its rights or obligations under the Agreement without the prior written consent of the Client, which may be withheld at the Client’s absolute discretion, and any attempt by the Contractor to assign, novate or otherwise transfer or dispose of its rights or obligations in violation hereof shall be null and void as between the Parties.

E3.2 The Contractor shall not sub-contract any of its obligations under the Contract without the prior written consent of the Client, not to be unreasonably withheld of delayed. At the Client’s discretion, it may require the Contractor to provide information on the sub-contractor’s identity, the services it is proposed to it will provide and any further information reasonably required to inform its decision, including a copy of the proposed sub-contract. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own and shall include in each sub-contract provisions which will enable the Contractor to meet its obligations under the Contract.

E3.3 Where the Client has consulted to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Client, be sent by the Contractor to the Client as soon as reasonably practicable.

# F LIABILITIES

## F1 Liability

F1.1 Neither Party excludes or limits liability to the other Party for:

1. death or personal injury caused directly or indirectly by its negligence; or
2. Fraud; or
3. Fraudulent misrepresentation; or
4. any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

F1.2 Subject to Clauses F1.3 and F1.4, the Contractor shall indemnify the Client and keep the Client indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of the supply, or the late or purported supply, of the Goods or Services, or the performance or non-performance by the Contractor of its obligations under the Contract, or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to the Client’s Property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any negligent act or omission of the Contractor.

F1.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is solely caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.

F1.4 Subject always to Clause F1.1, the liability of either Party for Defaults shall be subject to the following financial limits:

1. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the Property or other premises or assets of the other under or in connection with the Contract shall in no event exceed 1 million pounds; and
2. the annual aggregate liability under the Contract of either Party for all Defaults (other than a Default governed by Clauses D8.4 (Intellectual Property Rights) or F1.4(a) shall in no event exceed the greater of £100,000 of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises];
3. the aggregate liability of the Contractor under Clause D8.4 (Intellectual Property Rights) where applicable shall in no event exceed 1 million pounds.

F1.5 Subject always to Clause F1.1, in no event shall either Party be liable to the other for any:

1. loss of profits, business, revenue or goodwill; and/or
2. loss of savings (whether anticipated or otherwise); and/or
3. indirect or consequential loss or damage.

F1.6 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of its obligations under the Contract, including in respect of death or personal injury, loss of or damage to Property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor and shall be maintained for the Contract Period

F1.7 The Contractor shall hold employer’s liability insurance to a minimum of £5,000,000 in respect of Staff in accordance with any legal requirement from time to time in force.

F1.8 The Contractor shall give the Client, on request, copies of all insurance policies referred to in this Clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

## F2 Professional Indemnity

F2.1 The Contractor shall hold and maintain Professional Indemnity insurance cover and shall ensure that all professional contractors involved in the provision of the project hold and maintain appropriate cover. Such insurance to be held by the Contractor or by any agent or sub-Contractor involved in the provision of the project may be limited in respect of any one claim (but shall not be limited in any other respect). Provided that any such limit shall in any event be not less than £1,000,000 (one million pounds). Such insurance shall be maintained for a minimum of six years following expiration or earlier termination of this Contract.

# G TERMINATION AND DEFAULT

## G1 Termination on insolvency and change of control

G1.1 The Client may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
2. a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
3. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
7. being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
8. any event similar to those listed in G1.1(a)-(g) occurs under the Law of any other jurisdiction.

G1.2 The Client may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

1. an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors; or
2. a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy; or
3. a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
4. the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
5. a creditor or encumbrancer 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 the Contractor’s assets and such attachment or process is not discharged within 14 days; or
6. he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
7. he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

G1.3 The Contractor shall notify the Client immediately if the Contractor undergoes a change of control within the meaning of section 450 Corporation Tax Act 2010 (“Change of Control”). The Client may terminate the Contract by notice in writing with immediate effect within six Months of:

1. being notified that a Change of Control has occurred; or
2. where no notification has been made, the date that the Client becomes aware of the Change of Control,

but shall not be permitted to terminate where an approval was granted prior to the Change of Control.

## G2 Termination on Default

G2.1 Either Party may terminate the Contract, or terminate a provision of any part of the Contract by written notice to the other Party with immediate effect if the other Party commits a Default and:

1. has not remedied the Default to the satisfaction of the injured Party within 25 Working Days or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
2. the Default is not, in the opinion of the injured Party, capable of remedy; or
3. the Default is a material breach of the Contract.

G2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Client in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

G2.3 If the Client fails to pay the Contractor any undisputed sums of money when due, the Contractor shall notify the Client in writing of such failure to pay. If the Client fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect.

# H DISPUTES AND LAW

## H1 Governing Law and Jurisdiction

H1.1 The Client and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with the Contract are to be governed and construed according to English Law.

## H2 Dispute Resolution

H2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

H2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

H2.3 If the dispute cannot be resolved by the Parties pursuant to Clause H2.1 the Parties shall refer it to mediation unless (a) the Client considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.

H2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times during the Contract Period.

# I PROVISION OF SERVICES

## I1 The Services

I1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Client’s requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Client may inspect and examine the manner in which the Contractor supplies the Services during normal business hours on reasonable notice.

I1.2 If the Client informs the Contractor in writing that the Client reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Client, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Client.

## I2 Manner of Carrying Out the Services

I2.1 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services as described in the specification at Schedule A.

## I3 Remedies in the Event of Inadequate Performance

I3.1 Where a complaint is received about the standard of service or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the Contract Manager shall take all reasonable steps to ascertain whether the complaint is valid.

I3.2 In the event that the Client is of the opinion that there has been a breach of this Contract by the Contractor, or the Contractor’s performance of its duties under the contract has failed to meet the Client’s requirements, as set out in the Specification or otherwise notified to the Contractor, then the Client may do any of the following:

1. make such deduction from the payment to be made to the Contractor as the Client shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have either failed to provide or have provided inadequately.
2. without terminating the Contract, itself provide or procure the provisions of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Client that the Contractor will once more be able to perform such part of the Services to the required standard.
3. without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and
4. terminate, in accordance with Condition G2, the whole of the Contract.

## I4 Key Personnel

I4.1 Where Key Personnel are essential to the proper provision of specific Services to the Client, those Key Personnel shall not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

I4.2 Any replacements to the Key Personnel shall be subject to the agreement of the Client. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

I4.3 The Client shall not unreasonably withhold its agreement under Clause I4.2. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

### **Schedule A** **Specification of Requirements**

**A1 AGREEMENT OVERVIEW**

**A1.1 Background**

A1.1.1 HM Revenue & Customs (HMRC) is on a journey of unprecedented transformational change and the HR People and Organisational Design (POD) team has a critical role in supporting the leaders of HMRC develop and embed the HMRC values and behaviours.

A1.1.2 These values and behaviours (see Appendix A) are critical to realising the objectives of the HMRC business plan & fulfilling the commitments of the HMRC Charter. These objectives are to transform the organisation, maximise revenues due, and bear down on evasion, transform tax & payments for our customers. An additional objective is to design & deliver a professional, efficient and engaged organisation, supporting our ambition to move to Regional Centres and introduce new ways of working to develop our capability as a world class Tax Organisation.

A1.1.3 These values and behaviours are fully aligned with HMRC Strategy, Mission and Vision and were agreed by the HMRC Executive Committee in March 2017. They were developed through an ambitious 6-month programme of engagement, giving all 66,000 HMRC staff the opportunity to be involved in the co-creation of the values and their descriptions.

A1.1.4 Our next step is to develop a comprehensive strategy and implementation campaign, based on research and best practice from other organisations that will enable us to bring our new values to life and ensure sustainability as we transform our culture over the next 5-10 years. This campaign has a clear aim – our values and behaviours will be at the heart of every piece of work across the department, and every employee of HMRC will live & breathe those values, which will become ‘the way we do things around here’.

A1.1.5 POD have been working with different parts of the HMRC business to understand what key elements would be needed to form a culture campaign that delivers a whole system change. The proposal to the Board is that the campaign will intervene at three levels of HMRC - organisational, group/region, and team/individual. The campaign will include a mix of activities and allow impact and progress to be tracked.

A1.1.6 The POD team recognises that, alongside the rest of the wider Civil Service at present, the Department's internal resources do not hold the deep expert capability and associated Professional Services in sufficient capacity to support the business to develop & embed the values and behaviours in the timescales required. Therefore, HMRC are looking for an immediate, high quality professional expert service that will support HMRC to design & develop culture, values and behavioural change interventions that embed these in our organisation while building our own capability working alongside framework partners.

A1.1.7 This briefing document sets out HMRC’s requirements for the culture campaign and the expected outputs & outcomes that the selected partner will deliver.

**A1.2 The Agreement**

A1.2.1 HM Revenue & Customs (HMRC) is a non-ministerial Government department, which was formed in 2005 from the merger of the Inland Revenue and HM Customs & Excise. HMRC is the Contracting Authority (‘the Contracting Authority’) and will retain overall authority for the Agreement.

 Further information about HMRC can be found at <http://www.hmrc.gov.uk/>

A1.2.2 The Agreement is a Framework for Professional Services by multiple providers in support of ‘Culture, Values and Behavioural Change Delivery Services’.

**A2 SERVICE PROVISION**

**A2.1 Overview**

A2.1.1 The requirement is for the Contractor to provide Professional Services in Support of Organisational Design development & delivery (the Service) to the Contracting Authority upon request using the Call-Off process detailed in Schedule D.

A2.1.2 The Contractor must ensure that they retain the flexibility to accommodate any future developments that the Contracting Authority may have that might affect the future scope & volume of the Service provision.

A2.1.3 No guarantee is given to the volume of Services required from the Framework.

A2.1.4 In the unlikely event that a Contractor subsequently withdraws from the framework, or the usage levels change significantly, the Contracting Authority reserves the right to keep the results of the tender on file, and may look to appoint further Contractors to the Framework at a later stage.

A2.1.5 The provision of the service set out in this document is for ‘Culture, Values and Behavioural Change Delivery Services’, with a minimum of three service Contractors allocated at the outset of the Framework Agreement.

A2.1.6 The Contracting Authority previously awarded a contract for Organisational Design Development and Implementation Services as a part of tender exercise **‘**[**1703- PSCR- SR65976229 HR OD Consultancy Phase 2**](https://s1-eu.ariba.com/Sourcing/Main/aw?awh=r&awssk=hM_bCUCH&realm=hmrc#b0)**’.**

A2.1.7 Occasionally, certain individual tasks may cut across to the Contractor for Organisational Design Development and Implementation Services. Whenever a requirement cuts across, Contractors from both agreements are required to collaborate with each other to deliver the full requirement to the Authority.

A2.1.8 The Contracting Authority must confirm to the Contractor using the ordering procedures detailed in Schedule D, the deliverables required for any assignment commissioned under the terms of this Framework Agreement.

A2.1.9 More general service requirements to support the provision of the service are described in sections A4 onwards of this specification.

 **A2.2 Contractor’s Skills, Expertise and Experience**

A2.2.1 The Contractor must have 'deep' skills, expertise and experience in values and culture work in order to add value to the work that has already been completed to develop and embed the HR department’s values and culture work.

A2.2.2 Options and interventions will need to be above & beyond OD theory and models. HMRC needs the Contractor’s input to be innovative and future-focused with a strong emphasis on building on the existing culture work, in addition to intervening at different levels across the organisation.

A2.2.3 The types of skills, experience and expertise that may be required include - but are not exclusive to:

1. Deep ‘worldwide’ knowledge and experience in culture and behaviour change in large, complex organisations, preferably across diverse sectors;
2. Experience in creating innovative products that embed values and affect whole-system culture change throughout all levels of an organisation;
3. Expertise in designing, building, testing and implementing culture change products, co-creating with stakeholders;
4. A track record of measureable success in creating whole system change and experience of designing measurement;
5. Coaching & support skills for the transfer of expert knowledge and skills to HMRC staff in order that staff can spread culture and share methods of best practice throughout all levels of the organisation; and
6. Consultancy and stakeholder engagement skills.

A2.2.4 This partnership arrangement will also facilitate the up-skilling of the POD team, and change leaders across the business transferring expert knowledge and skills to HMRC colleagues supporting our capability build. The contractor will need to show experience of this partnership and coaching/information sharing mind-set.

**A2.3 Objectives and Scope**

A2.3.1 The objectives for this plan of values, culture, and behavioural change work through a culture campaign are to:

1. Ensure that the values and behaviours remain high on the agenda for HMRC, and that impact and progress can be tracked;
2. Provide activities that include implicit actions that embed values and behaviours as part of the fabric of the organisation, as well as marker activities which link to innovation – wherever HMRC recognises it needs to do more;
3. Build a suite of products for leaders and managers to use with their teams to embed the HMRC values, which will result in behavioural change that will lead to a change in culture;
4. Drive culture change at the organisational level, including activities that impact across the whole organisation, starting with a phased approach, so that we can ensure that our workforce is part of the design of the changes, and so that we can appropriately support them to maximise our chances of success;
5. Further culture change at the group and region level, building on activities groups and regions already have in place, for example ensuring the physical environment of our regional centres clearly communicates HMRC’s values and behaviours;
6. Enable culture change at the team and individual level, identifying ideas from our workforce that are successful and transferable, amplifying these across HMRC in order to demonstrate the values in everything we do to shift the culture;
7. Use a continuous improvement approach in the campaign, ensuring that all aspects of the campaign are reviewed and adjusted, with full lessons learned shared widely, within the department; and
8. Track progress of the culture shift across the organisation, developing metrics to allow us to measure the impact on what we do and how we do it.

A2.3.2 For any assignment, the Contractor will work alongside the POD team and business colleagues to provide an injection of knowledge and professional experience to support them in delivering culture change. The successful delivery of the assignment is dependent not only upon the quality & impact of work delivered by the Contractor, but also the richness of knowledge transferred, as well as learning for HMRC leaders, change champions, and colleagues.

A2.3.3 To achieve the above, the Contractor - in conjunction with the existing team - will use HMRC’s brand, processes and artefacts to ensure there is a singular HMRC ‘voice’ throughout the consultancy process. This must ensure seamless organisational integration with, for example, HMRC’s strategic and organisational priorities; ongoing systems projects; other change & transformation initiatives within HMRC; and existing & future governance and delegations of authority within the government more widely.

A2.3.4 For the purposes of this work, it is envisaged that the Contractor will deliver one or more of the products or services. The Contractor will be working alongside the POD team and potentially other Contractors in order to deliver the campaign.

**A3 SPECIFICATION OF REQUIREMENTS**

**A3.1 Culture, Values and Behavioural Change Delivery Services**

A3.1.1 For the provision of the values, culture & behavioural change delivery services, upon request, the Contractor will provide (*inter alia*) the following service types:

1. Expert advice and practical support in driving sustained cultural & behavioural change that will enable HMRC to embed our values in the way we work and enable the organisation to achieve its ambition to be an inclusive, world-class organisation;
2. Expert design, development and testing, and in some cases implementation of a suite of products, on behalf of or alongside the POD team that will drive forward and deepen the embedding of values & behaviours; and
3. Expert advice on measurement & milestone development that will enable the organisation to benchmark and measure the impact of the campaign in embedding values and behaviours across HMRC to achieve a positive shift in the culture of the organisation.

A3.1.2 To enable a positive change in behaviours through the provision of services that encourages everyone in the organisation to embrace the values and positively change the culture of the organisation. The types of products the Contractor may be required to deliver, upon request, include but are not exclusive to the deliverables highlighted below:

1. The development of a suite of products for businesses/leaders to refer to & use with their business at different stages of behavioural change, such as a cultural diagnostic tool that supports leaders to drive change interventions in order to support/enable a positive culture shift;
2. Envisioning and creating spaces for innovation and ideas in the organisation that encourage innovation and different ways of working within HMRC;
3. A programme to support the development of change champions’ skills and mind-set so that they facilitate and spread values & culture to peers as effectively as possible;
4. A programme to equip a cohort of influential leaders from across the organisation so that they have the mind-set, confidence and tools to amplify behavioural change at different levels; and
5. The development of appropriate metrics and measurement frameworks to evaluate progress in relation to the future cultural vision.

A3.1.3 The Contractor should provide services generally as per their tender response, provided in Appendix B of Schedule A.

**A4 SERVICE SUPPORT REQUIREMENTS**

**A4.1 Governance and Reporting**

A4.1.1 The HR POD Culture, Engagement and Design Senior team will manage the supplier engagement through the entirety of any assignment, as well as provide governance of all design activity.

A4.1.2 Prior to commencing any Organisational Development work, the Contractor must ensure that the appropriate Governance processes have been followed, such as insuring a service order is in place for each assignment.

**A4.2 Security**

A4.2.1 The Contractor’s staff working on site will need to have the BPSS clearance to access HMRC information and documents relevant to the programme of work.

A4.2.2 The Contractor must comply with the HMG Baseline Personnel Security Standard (BPSS) in relation to all persons employed or engaged in the provision of the Services and confirm that all persons employed or engaged to support these requirements have been vetted and recruited in accordance with the BPSS.

A4.2.3 The contractor must warrant and represent that the checks specified in the BPSS have been carried out in relation to each person assigned to access premises, property or information belonging to the Contracting Authority, and that the results of those checks are satisfactory.

A4.2.4 Subject to legal requirements, in relation to confidentiality, the Contractor shall grant the Contracting Authority (or its authorised agents) the right of reasonable access to all of its records of BPSS checks, and shall provide all reasonable assistance at all times for the purpose of carrying out an audit of compliance with the BPSS.

A4.2.5 The Contracting Authority may require the Contractor to ensure that any person employed in the provision of the Service has undertaken a Disclosure and Barring Service check.

A4.2.6 The Contractor must ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Service.

A4.2.7 Some of the Contracting Authority’s locations may require additional security checks to be able to access the building unaccompanied. If necessary, the Contractor must ensure their staff are willing to undertake these checks, which HMRC will arrange.

A4.2.8 It is not envisaged that the Contractor’s staff will have access to personal data relating to HMRC’s employees or clients during any engagement.

A4.2.9 Whenever an individual assignment requires the Contractor’s staff to have access to personal data, the applicable Data Protection legislation and procedures will be incorporated into the required contractual terms.

**A4.3 Location and Travel Expenses**

A4.3.1To assist the Contractor with resource planning only, it is envisaged that 10 South Colonnade, Canary Wharf, London, will be the Base Location for the majority of assignments.

A4.3.2 Travel to and from the Base Location stated in the contract must be included in the Contractor’s basic proposal charge, as these costs will not be reimbursed separately by HMRC.

A4.3.3 Expenses are payable whenever travel to other locations, such as Nottingham and Manchester, is required as part of the assignment forming part of this agreement. However, when the Contractor intends to charge back expenses incurred to the Authority, the aforementioned expenses must be capped at the travel and subsistence rates applicable to HMRC staff.

A4.3.4 The capped rates applicable to the assignment are provided as part of the Call-Off Contract/Service Order, an example of which is provided in Schedule D.

**Schedule A - Appendix A
HMRC Values**

|  |
| --- |
| **Appendix B – Tender Responses** |
| **Question No.** | **Question Text** | **Supplier Answers** |
| 2 | Selection Questionnaires |   |
| 2.1 | Organisation Details, Tendering Instructions, Conditions of Tender |   |
| 2.1.2 | Please provide full name of organisation tendering (or of the organisation acting as the lead where a consortium bid is being submitted) |  |
| 2.1.3 | Please provide contact details for enquiries about this response which should include: Organisation name,Organisation full correspondence address with post code.Primary Contact's Name, Primary Contact's Phone Numbers,Primary Contact's e-mail.Secondary Contact's Name, Secondary Contact's Phone Numbers,Secondary Contact's e-mail(as referred to above you must inform us of any changes to the contact at any stage in the procurement) |  |
| 2.1.4 | Please provide the 'Registered Office Address' (i.e. the 'Registered Office Address' used for accountancy purposes) |  |
| 2.1.5 | Using a selection from the provided list, please indicate your trading status. |  |
| 2.1.6 | Using a selection from the provided list, please indicate if any of the following classifications apply to you. |  |
| 2.1.8 | The Public Contracts Regulations 2015, Regulation 56, General Principles in Awarding Contracts describes the need for the Tender to comply with the requirements, conditions and criteria set out in the contract notice and in the procurement documents. The purpose of the questions in the rest of this questionnaire is to highlight to you the need to comply with all of the requirements detailed in the Tendering Instructions and other Tender Documents, which are provided as attachments in this e-sourcing event, and especially those listed in the document at Section 3, Condition of Tender. Please be aware that the Public Contracts Regulations 2015, Regulation 26 and 35 makes reference to tenders: which do not comply with the procurement documents;which were received late; were there is evidence of collusion or corruption; or which have been found by the Contracting Authority to be abnormally low,as examples of irregular and unacceptable tenders which may result in your tender being excluded from further consideration. Please confirm that you understand that failure to comply with the Tendering Instructions or to agree to the Conditions of Tender may result in your tender being excluded from further consideration. |  |
| 2.1.9 | Please confirm that you have read and understood the contents of HM Revenue & Customs (HMRC) Tendering Instructions plus the Supplying to HMRC guide at https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement#supplying-to-hmrc prior to answering all questionnaires. |  |
| 2.2 | Reg 57 Mandatory and Discretionary Exclusions for Non-payment of Taxes |   |
| 2.2.2 | Applicants who are registered for tax in the UK should answer this questionRegulations 57(3) and 57(4) of the Public Contracts Regulations 2015 respectively provide for the mandatory and discretional exclusion of an economic operator from a procurement procedure if it is in breach of its obligations relating to the payment of taxes or social security contributions. Accordingly, please provide the information requested in response to the following questions and note that HMRC will undertake revenue compliance checks throughout the procurement process, using information from its own records, as appropriate, and, as applicable, so as to ensure compliance with Condition B4 of the HMRC Conditions of Contracts, during the life of any contract awarded as a consequence of this procurement exercise.Please confirm that you understand and agree that the information you provide in response to this questionnaire will be used to allow appropriate tax revenue compliance checks to be performed. |  |
| 2.2.3 | Please state the organisation name that is used for tax and accounting purposes (i.e. head office name where used) and list any organisation name changes that have taken place in the last three years, that may relate to the information requested in respect of the following questions |  |
| 2.2.4 | VAT Registration Number: (If 'Not Applicable' please provide details why) |  |
| 2.2.5 | PAYE Collection Reference: (If Not Applicable please provide details why) |  |
| 2.2.6 | Corporation Tax or Self Assessment Reference as may be applicable to your organisation type. (Provision of the Corporation Tax details for your organisation should be the default answer to this question. Where the payment of Corporation Tax is not applicable to your organisation (i.e. it is a partnership) then the Self Assessment details for the person who will be accountable for the work in your organisation should be provided. If you are unable to provide Corporation Tax or Self Assessment reference details then please state 'Not Applicable' and provide the reasons why) |  |
| 2.2.8 | UK and Overseas Organisations are required to provide their Dun & Bradstreet number. The number will assist the Contracting Authority in verifying any Revenue Compliance and Financial Check Information obtained. The number will also be used to monitor the contract spend across other Government organisations. Please provide the Dun & Bradstreet number for the organisation, including any changes in the last three years, that corresponds with the information you provided in sections C1 & C2 above, as may be applicable. Should your organisation currently not be registered with Dun & Bradstreet please confirm that you would be willing to register with them should your tender be successful |  |
| 3 | Award Questionnaires |   |
| 3.1 | Award Criteria - Social, Environmental and Innovative Characteristics |   |
| 3.1.2 | Please provide details of the person who would be responsible for the arrangement of any subsequent work that may be required. |  |
| 3.1.4 | HMRC strategy is to provide support to Small and Medium sized Enterprises (SME's), which are defined as having up to 249 employees, a turnover of less than £50M; and balance sheet total assets of less than £5.6M. HMRC expect SME and non-SME suppliers to drive use of SME's within their supply chain wherever possible to deliver Value for Money (VfM). Please provide a statement as to whether you are an SME or not and the extent to which SME's are used in your existing supply chain and specially how they will be used in relation to the delivery of goods and or services subject to this tender. |  |
| 3.1.6 | Please describe the governance procedures that exist in your organisation that help to assure the prevention of fraud and/or corruption. |  |
| 3.1.8 | Sid4Gov is an initiative that has been developed to create a single supplier registration portal that will provide Government buyers with a single place to access supplier related information in support of market engagement and procurement processes. Further details can be found at https://sid4gov.cabinetoffice.gov.uk/HMRC requires all suppliers to register for Sid4Gov. Please confirm if you have already registered or will commit to registering on the Sid4gov portal should you be successful. |  |
| 3.1.10 | Please provide a brief overview of your management approach to the security and confidentiality of Client data. |  |
| 3.2 | Award Criteria - Technical Merit - Schedule A Service Requirements |   |
| 3.2.1 | In reference to Para A1.1.5, provide a more specific one page case study detailing your experience of driving culture change through activities at an organisational level, group/regional level and team/individual level through a phased approach that maximises the opportunities to embed values and achieve success. Highlight any unique or innovative elements of this approach that you feel could be applied in the context of HMRC’s situation. |  |
| 3.2.2 | In reference to Para A2.1.6, please outline an example of successfully working in tandem with a third-party contractor. |  |
| 3.2.3 | In reference to Para A2.2.1, please provide a summary of the skills of the resources that you will deploy to deliver the requirements outlined this contract.  |  |
| 3.2.4 | In reference to Para A2.2.2, please provide details of the approach you would take to knowledge transfer and up skilling of the HR People and Organisation Development Team. |  |
| 3.2.5 | In reference to Para A2.2.3, please describe the relevant successful experience of supporting a large business of 20,000+ employees, in the public or private sector, in transforming their culture, values &amp; behavioural change.  |  |
| 3.2.6 | In reference to Para A2.3.1 c), please give examples of creating and implementing a suite of products and cultural diagnostic tools, which have successfully enabled business leaders to affect a positive culture change within their organisation(s). |  |
| 3.2.7 | In reference to Para A3.1.2 e) - please provide your experience &amp; track record in designing measurement metrics to quantify the degree of success you have experienced in performing similar ODR contracts. In your answer, please specify what those metrics were, how you created them, and how you utilised them. |  |
| 3.3 | Award Criteria - Schedule E Pricing Schedule |   |
| 3.3.1 | Please confirm that you have completed the Rate Card tab in the spreadsheet attached to this question and reattach it. From the day rates listed in the attached rate card, please identify the "Mode Day Rate" for the members of staff whom you will typically use most to deliver assignments for this framework. Please input this charge into the Cost Effectiveness Questionnaire in response to question 3.3.2 "Mode Day Rate Charge"Please bear in mind that all costing's arrived at during the tender process will be included in Schedule E (Pricing Schedule) of the final contract awarded to the successful tenderers. There will be no opportunity to directly negotiate prices so it is important that competitive pricing is used at the outset. The Client does reserve the right to clarify costs as may be necessary. Should you need to provide any explanation of your proposed costs then please do so in the text box provided. |  |

**Schedule B - Contract Management Plan and Management Information**

**B1 General Contract Management**

B1.1 This Schedule is intended to set out the contract management arrangements to be followed by the parties during the term of this Contract and to outline a structure to:

1. provide direction for the relationship between the Client and the Contractor;
2. provide for effective decision making;
3. provide for oversight and monitoring for the contract;
4. represent key stakeholders;
5. ensure transparency of decision; and
6. balance the commercial requirements of the Contractor with the Client’s need for control, regulation and delivery of Services.

B1.2 The parties must perform their contract management obligations in accordance with the following principles:

1. the Contractor must bear all costs associated with Contract Management including any direct costs associated with attendance at Contract Management meetings (travel, subsistence), which may be held at either the Client’s or the Contractor’s premises.; and
2. any Dispute between the parties arising from an action or decision made during contract management activity must be resolved in accordance with the Dispute Resolution Procedure set out in Clause B8.

B1.3 The Contractor must offer access to relevant documentation requested by representatives from the Client for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures etc. Full details of the Client’s requirement and timescales for the provision of management information reports are set out in Clause C9.

B1.4 The Client reserves the right to conduct site audits as part of the contract management activity.

B1.5 The Contractor must offer access to any part of their premises to representatives from the Client for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures etc.

B1.6 The Client reserves the right to attend meetings between the Contractor and any subcontractors it utilises to provide the service to ensure proper oversight, management, delivery and performance of the Services.

B1.7 The Contractor must ensure all correspondence regarding contractual issues is appropriately referenced and sent to the Client as appropriate.

B1.8 The Contractor must ensure that a Contractor’s representative is accessible to the Client at all times during normal working hours (Mon – Fri 08:00 to 18:00) in order to discuss operational matters. All contractual matters will be dealt with directly by the Contractors and the Client’s representative.

**B2 Efficiency Savings**

B2.1 As part of routine Contract Management activities the Contractor will be required to work with the Client to realise any possible efficiency savings during the term of the contract. Possible efficiency savings will be reviewed during Performance Review meetings and any savings realised annually will be distributed between the Contractor and the Client as agreed in advance.

**B3 Reviews**

B3.1 After the commencement of the Contract, the Contractor may be required to attend performance review meetings with the Client to consider the progress of the contract, discuss the MI reports and to review any operational issues that have arisen in the preceding review meetings on the following basis:

Contract Review Annual

The nature of the meetings (face to face, telephone conference) is to be agreed between the Contractor and the Client in advance.

B3.2 The Contractor must provide the Client with the most up to date management information relating to the previous two quarters at least 5 working days before any meeting.

**Annual Review**

B3.3 An annual review meeting will be held, on a date to be agreed between the parties, each Contract Year throughout the Term of the contract or, in the absence of such agreement, within 30 Working Days of the anniversary of the Operational Services Commencement Date. The annual review meeting will be attended by the Client’s Senior Responsible Owner or their representative and any appropriate Contract Management Team representatives from both parties or other such persons notified by the Client considered to be necessary for the review.

B3.4 In respect of the period under review, the Client will take into account any matters it considers necessary, including:

1. the Contractor’s performance in respect of the Service Levels and KPIs;
2. consideration of any Changes which may need to be made to the Services; and
3. a review of future requirements in relation to the Services.

B3.5 The Client will produce a report containing its findings from the annual review and discuss with the Contractor how any changes to the Contract and/or to the Services shall be addressed. Any Changes to be implemented in accordance with this clause B3.5 shall be implemented in accordance with the Clause B4 of this Schedule - Change Control Procedure.

**B4 Change Control Procedure**

B4.1 Either party may propose a Change in accordance with the Change Control Procedure as set out in this Schedule. Each party shall consider in good faith any proposal for Change from the other party and neither party shall unreasonably withhold its agreement to any Change proposed by the other party. Any discussions between the parties about a proposed Change prior to any agreement to such Change being reached shall be without prejudice to the rights of either party.

**Disputes**

B4.2 In the event of any dispute arising under this Change Control Procedure which cannot be resolved within ten (10) Working Days, either party will be entitled to refer the dispute for resolution in accordance with the Dispute Resolution provisions set out at clause B8 of this Schedule.

B4.3 The parties must meet as required and on request by either party to discuss the order in which agreed Changes are implemented and to monitor the implementation of such Changes.

**Charges for Changes**

B4.4 Each party will be responsible for any costs they incur as a result of making a change request or submitting a change proposal.

B4.5 Both parties must take all reasonable steps to avoid or minimise additional charges arising from the implementation of any Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the parties must calculate the cost of the Change in accordance with Schedule A, paragraph A5.

**B5 Variation**

B5.1 This Contract can be varied at any time by mutual agreement of the parties subject to a notice period of 30 working days, such agreement to be in writing and signed by the representatives of both parties using Standard Document SD 23, ‘Variation to Contract’ form as set out at Appendix A of this Schedule.

**B6 Extension**

B6.1 This Contract contains the option to extend for a further period of up to 12 months subject to the agreement of both parties. The Contract terms and conditions will apply throughout any such extended period

**B7 Dispute Resolution**

B7.1 In the event of a dispute regarding the contract and delivery of services that cannot be resolved informally or through the agreed governance procedures, the dispute may be referred to the Dispute Resolution Procedure in accordance with the following procedure (the “Dispute Resolution Procedure”):

1. The party originating the issue or dispute must draft a written summary of the issue or dispute, circulate the written summary and then begin discussions between the outlined at level 1 in the table set out at Clause B8.2.
2. If unresolved at level 1 after ten (10) Working Days, having regard to the urgency of the matter, the issue or dispute will be escalated the people holding the posts at level 2, and then to level 3 (in each case if unresolved for ten (10) Working Days, in the table set out at Clause B8.2.
3. If unresolved at level 3 after ten (10) Working Days, having regard to the urgency of the matter, the issue or dispute will be settled in accordance with the direction of the Client’s Chief Executive officer and the Contractor , whose decision shall be final.

**B8 Contract Management Roles and Dispute Escalation Points**

B8.1 The Client and the Contractor must assign personnel with the appropriate skills and experience to perform the Roles and Responsibilities listed in the table below and where indicated as a Key Role, the Terms and Conditions I4 Key Personnel will apply.

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Key****Role** | **Responsibilities** | **Contact Name, Title & Contact Details** |
| **Client** | **Contractor** |
| Senior Responsible Owner | No | Overall responsibility for delivery of the contract. Escalation point for issuesLevel 3 escalation point | Rebekah Ayres |  |
| Commercial Director | No | Overall responsibility for the Commercial integrity of the contract.Level 2 escalation point | Rob Woodstock |  |
| Commercial Lead | No | Responsible for overseeing the Contract Review process. Level 1 escalation point | Ken Webster |  |
| Commercial Manager | Yes | Responsible for monitoring the performance of the Contract and managing the change control process.  | Rohan Pai |  |
| Contract Manager | Yes | Responsible for the day to day management of the contract.  | Andrew Cullenaine |  |

**Schedule B - Appendix A VARIATION TO CONTRACT FORM**

**CONTRACT TITLE:**

**CONTRACT REF: VARIATION No: DATE:**

**BETWEEN:**

|  |
| --- |
| The Commissioners of HM Revenue & Customs (hereinafter referred to as “the Client”) & **\*Insert Supplier Name\*** (hereinafter referred to as “the Contractor”) |

1. The Contract is varied as follows:

|  |
| --- |
| 1. **Title of Change:**
2. **Originator:**
3. **Reason for the Change:**
4. **Description (giving full details, including any specifications):**
5. **Acceptance testing and criteria (if applicable):**
6. **The cost of the Change:**
7. **Timetable:**
8. **Impact on the Contract**
9. **Agree to proceed (Yes/No):**

1. Words and expressions in this Variation shall have the meanings given to them in the Contract.2. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation. |
|  |

**SIGNED:**

|  |  |
| --- | --- |
| Signed for and on behalf of the Client | Signed for and on behalf of the Contractor |
| Name: | Name: |
| Signature: *(Signature)* | Signature: |
| Title/Role: | Title/Role: |
| Date of Signature: | Date of Signature: |

(SD 23)

# Schedule C Exit Management Plan

**1. Exit management**

* 1. The Contractor will be required to complete the services as detailed in Schedule A – Service Order until the end of the contract date or under the notice period given if the contract terminates under clause “Section G – Termination and Default”.
	2. To the extent that Client Data is held and/or processed by the Contractor, the Contractor shall supply that Client Data to the Client as requested by the Client in the format specified in the Services Description no later than 10 working days before the contract terminates.

# Schedule D Call-Off Contract Award Procedures

1. **BACKGROUND**
	1. In setting up the Framework Agreement the intention has been that a Call-Off contract award could be made by;

 a) Direct Ordering without further competition;

 b) Further Competition Procedure

**Award procedure**

* 1. If the Client decides to source the Services through this Framework Agreement then it will award it’s Services Requirements in accordance with the Call-Off Contract Award Procedure (Ordering Procedure) detailed in this Schedule and in accordance with the Regulations and related Guidance.
	2. If the Client can determine:
		1. that its Services Requirements can be met by the Framework Contractors Services as set out in Schedule A;
		2. the Framework Contractor which provides the most economically advantageous solution in respect of the Authority’s Service Requirements; and
		3. that all of the terms of the proposed contract are laid down in this Framework Agreement and the Call-Off Terms do not require amendment or any supplementary terms and conditions;

then the Client may place an Order in accordance with the Direct Ordering Procedure set out in Section 2 below.

* 1. If the terms of the proposed Call-Off contract are not laid down sufficiently in this Framework Agreement to determine the most economically advantageous solution and the Authority:
		1. requires the Contractor to develop proposals or a solution in respect of such Authority's Services Requirements; and/or
		2. needs to significantly amend or refine the Call-Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and related Guidance;

then the Client shall place an Order in accordance with the Further Competition procedures set out in Section 3 below.

1. **DIRECT ORDERING WITHOUT A FURTHER COMPETITION**
	1. Subject to paragraph 1.5 above any Client ordering the Services under this Framework Agreement without holding a further competition shall:
		1. develop a clear Statement of Requirements setting out the Service elements required;
		2. apply the Framework Award Criteria to the elements of the Services for all Contractors capable of meeting the Statement of Requirements in order to establish which of the Framework Contractors provides the most economically advantageous solution; and
		3. on the basis set out above, award its Services Requirements by placing an Order with the successful Framework Contractor in accordance with paragraph **5** below.
2. **FURTHER COMPETITION PROCEDURE**

**The Authority’s Obligations**

* 1. Any Client ordering the Services under this Framework Agreement through a further competition shall:
		1. develop a Statement of Requirements setting out its requirements for the Services and identify the Framework Contractors capable of supplying the Services;
		2. refine the Call-Off Terms and Further Competition Award criteria to reflect its Service Requirements only to the extent permitted by and in accordance with the Regulations and related Guidance;
		3. invite tenders by conducting a further-competition for its Service Requirements in accordance with the Regulations and related Guidance and in particular the Client shall:
			1. invite the Framework Contractors to develop a proposed solution setting out their respective proposals in respect of the Authority’s Statement of Requirements (**"Solution"**) and invite the Framework Contractors to submit a tender in writing for each specific contract to be awarded by giving written notice to the relevant Contractor Representative of each Contractor Contractor;
			2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders;
			3. keep each tender confidential until the time limit set out in paragraph 3.1.3.(b)(ii) above has expired; and/or
			4. use an Electronic Reverse Auction (as defined in paragraph 4 below) where the Client has notified the Framework Contractors that an Electronic Reverse Auction may be used in further competition process in accordance with the procedures set out below;
		4. apply the Further Competition Award Criteria to the Framework Contractors' compliant tenders submitted through the further competition as the basis of its decision to award a Call-Off Contract for its Services Requirements;
		5. on the basis set out above, award its Services Requirements by placing an Order with the successful Framework Contractor in accordance with paragraph 6 which:
			1. states the Services Requirements;
			2. states the Solution submitted by the successful Framework Contractor;
			3. states the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Contractor; and
			4. incorporates the Call-Off Terms applicable to the Services,
		6. provide unsuccessful Framework Contractors with a feedback in relation to the reasons why their tenders were unsuccessful.

**The Contractor's Obligations**

* 1. The Contractor will in writing, by the time and date specified by the Client in accordance with paragraph 3.1.3(b) provide the Client with either:
		1. a statement to the effect that it does not wish to tender in relation to the relevant Service Requirements; or
		2. the Solution and full details of its tender made in respect of the relevant Solution in the format requested by the Authority
		3. The Contractor shall ensure that any prices submitted in relation to a further competition held pursuant to this Section 3 shall be based on the Pricing Structure set out in Framework Schedule E (Pricing Schedule) discounted, where appropriate, to take into account the volumetric in the Statement of Requirements.
		4. The Contractor agrees that:
			1. all tenders submitted by the Contractor in relation to a further competition held pursuant to this paragraph 3 shall remain open for acceptance by the Client for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Client in accordance with the Ordering Procedure); and
			2. all tenders submitted by the Contractor are made and will be made in good faith and that the Contractor has not and will not fix(ed) or adjust(ed) the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:
				1. communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer; and
				2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.
1. **NO AWARD**
	1. Notwithstanding the fact that the Client has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Client shall be entitled at all times to decline to make an award for its Service Requirements. Nothing in this Framework Agreement shall oblige any Client to place any Order for the Services.
2. **FORM OF ORDER**
	1. Subject to paragraphs 1 to 5 above, the Client may place an Order with the Contractor by serving an order in writing in substantially the form set out in the Service Order template at Appendix A of this Schedule or similar document
	2. The Client in sending an acknowledgement following receipt of the signed Order Form from the Contractor shall form a binding Call-Off Agreement.
3. **ACKNOWLEDGEMENT OF THE ORDER**
	1. On receipt of an Order, the Client shall send an acknowledgement of that Order to the Supplier within two (2) Working Days.

**Schedule D Appendix A, Call Off Contract Award Procedures**

|  |
| --- |
|  **CALL-OFF CONTRACT/SERVICE ORDER** |

|  |  |
| --- | --- |
| **1.** | **Client Information**Purchase Order to be issued under separate cover |
| Client Name |  |
| Assignment Reference: |  |
| Purchase / Limit Order No: |  |
| Client Commercial Contact |
| Name: |  |
| Contact Tel No: |  |
| Email: |  |
| Client Work Manager |
| Name:  |  |
| Contact Tel. No: |  |
| Contact Address: |  |
| Email: |  |
| Authorising Officer:(Sponsor/Budget Approver/Invoicing & timesheets) |  |

|  |  |
| --- | --- |
| **2.** | **Contractor Information** |
| Vendor (Supplier): |  |
| Contact: |  |
| Contact Tel No: |  |
| Contact Address: |  |
| Email: |  |
| Key Personnel: |  |

|  |  |
| --- | --- |
| **3.** | **Contractual Detail** |
| Framework Ref: | **HR OD Phase 3 SR96876249** |
| Special Terms and Conditions:e.g. overtime, expenses, travel & subsistence, notice period. |  |

|  |  |
| --- | --- |
| **4.** | **Project Information** |
| Project Title: |  |
| Primary Location:(including full address) |  |
| Start Date: |  |
| End Date: |  |

|  |  |
| --- | --- |
| **5.** | **Commercial Detail** |
|  |  |  |  |
|  |  |  |  |
| **Grand Total (£)****exclusive of VAT:** |  |

|  |
| --- |
| Monthly Invoices (unless states otherwise) relating to this Service Order should be sent to the Work Manager (provided at 1. above) by email in pdf format, unless otherwise indicated. If you are unable to email the invoice(s) then a hard copy by post will be acceptable. The invoice should quote the Purchase Order Number (and CD Reference).Invoices received without a Purchase Order number may be rejected.Please note that Limit Orders should not span financial years and where necessary requisitioners should take the appropriate steps to ensure that separate Limit Orders are created.  |

|  |  |  |  |
| --- | --- | --- | --- |
| For and on behalf of: |  | For and on behalf of: |  |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Capacity: |  | Capacity: |  |
| Date: |  | Date: |  |

|  |
| --- |
| **Specification of Requirements / Role Description / Deliverables** |
| The section below should be used to provide clear details relating to the requirements for delivery of the campaign/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer. |
|  |

**Expenses**

The aim of HMRC is to make our travel practices more sustainable by:

* reducing our business travel footprint;
* choosing alternatives to travel (such as telephone or video conference);
* adopting more sustainable ways of travelling when it is necessary to do so (public transport over private vehicles).

**To help HMRC meet its target of reducing carbon emissions from business travel by at least 10% please consider:**

* Avoiding travel by using telephone and video conferencing as the default medium.
* Only using private cars as the last option after public transport and hire cars.

1. Travel to and from the Primary Location will be met from the day rate.

2. Expenses are payable where travel toother locations is required as part of the assignment forming part of this agreement. Where an overnight stay is required HMRC will pay for actual bed and breakfast costs within the current maximum limits detailed below. Any other subsistence or incidental expenses are not payable. Receipts must be provided.

|  |
| --- |
| **Short-term Night Subsistence Allowances****Bed & Breakfast Capped Rates****Effective from 01/04/17)** |
| **Location** | **Maximum Nightly Rate** |
| London / within M25 | £130 per night |
| Bristol | £100 per night |
| Oxford | £95 per night |
| Elsewhere | £90 per night |
| **Travel** |
| Mileage Allowance | 25 pence per mile |
| Rail Travel | Standard Class |
| Air Travel | Economy Class |

3. Hotel Reservation and Tickets shall be booked via HMRC’s travel and hotel booking service. Further information will be provided by the HMRC Work Manager. Bookings should always be approved by the HMRC Work Manager.

4. All other expenses will be payable at the discretion of HMRC. The Contractor shall not incur any such expenses without the prior approval of the HMRC Work Manager. Any expense incurred by the Contractor without prior approval shall not be reimbursed.

**Schedule E Pricing Schedule**

**E1. Introduction**

E.1.1 This Framework Agreement uses a standardised pricing structure which, subject to Schedule D Call-Off Contract Ordering Procedures, allows the Client to order the services they require.

E.1.2 The pricing structure was established as part of a competitive procurement exercise where the Cost Effectiveness award criteria weighting was 40% and the prices contained in these pricing schedules therefore contributed significantly to the award decision.

E.1.3 The day rates/rates in this Framework Agreement are the maximum applicable for any assignment called off from this Framework Agreement.

E.1.4 The Contractor must ensure that the competitive charges offered submitted as part of the competitive procurement exercise, resulting in the award to the Framework Agreement, are sustainable for the agreement term.

E.1.5 The Contractor must ensure it retains the capability to provide all aspects of the service and must have in place a complete pricing structure for the services provided in carrying out the Framework Agreement, whereby a price is provided for every bid field throughout the term of the Framework Agreement.

E.1.6 At the outset or during the Framework Agreement it will be permissible for the Supplier to sub-contract aspects of the service provision to ensure a complete pricing structure is maintained, but this will be subject to agreement with the Authority.

**E2. General Information**

E.2.1 It is intended that this Pricing Structure format will allow the Client Organisation intending to make use of the Framework Agreement to more readily identify all of the costs associated with the service provision.

E.2.3 No guarantees can be given to the actual use that will be made of the services available in the Framework Agreement.

E.2.4 All Prices are EXCLUSIVE of VAT.

E.2.5 The Contractor’s proposed charges established as part of the formal tender process are provided in Annex A of this Pricing Schedule.

**E3 Open Book**

E.3.1 In submitting your tender, and throughout the life of the contract, you will be expected to follow the principles of Open Book Accounting and contract management. This means that you will provide a level of transparency in your pricing schedules to enable both parties to be clear about your charges, costs and planned return. Open Book provides a basis for reviewing performance, monitoring the impact of change and agreeing efficiency improvements to the mutual benefit of the parties.

**Annex A

Rate Card**

|  |  |
| --- | --- |
| Role / Line Item Description(Where additional team members or additional costs will be incurred, please add description on the lines below) | Day Rate |
|   |
| Trainee Consultant  | £ |
| Junior Consultant  | £ |
| Consultant  | £ |
| Senior Consultant  | £ |
| Principal Consultant  | £ |
| Managing Consultant  | £ |
| Director/Partner  | £ |
| Additional Charges (if applicable) | £ |