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#### 1. OVERVIEW OF THE AUTHORITY

1.1. HM Treasury (HMT) is the Government's (HMG) economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy and working to achieve strong and sustainable economic growth.

## 1.2. [REDACTED]

1.3. EGU is responsible for growth-related policy and spending. It brings together teams that focus on areas that are crucial to the promotion of sustainable economic growth. EGU works to ensure that Government policy encourages private sector investment, enterprise, innovation and the transition to a low-carbon economy.

#### 2. BACKGROUND TO YOUR REQUIREMENT

- 2.1. As part of its normal operations the government has always considered providing support to strategically important companies that can reasonably be expected to have a long-term viable future, and whose failure or distress could cause disproportionate harm to the UK economy or society. Companies must have exhausted all other options before being considered, and any support given will be on terms that protect the taxpayer, with existing lenders and shareholders expected to contribute to and share in the financial burden. Companies receiving support also need to agree to appropriate conditions, including those relating to tax, supplier payment terms, climate change and corporate governance. Each company will be considered individually and there is no guarantee that support will be provided.
- 2.2. [REDACTED] As the Government has made clear, where such companies are strategically important to the UK economy, can be expected to have a long-term viable future and their failure could cause disproportionate harm to the UK economy or society, the Government will consider bespoke intervention and support.
- 2.3. If it is decided that there is a rationale for intervention and the request for support is in line with the principles for intervention, Government departments, along with HMT and UKGI, will consider such requests for support. As part of this consideration, HMG will urgently require independent business reviews and due diligence of these businesses to support ministerial decision-making processes around whether (and, if so, what) support may be appropriate and the associated risks with providing any such support.
- 2.4. Without this independent, expert advice from external advisors, HMG would find it difficult to undertake proper consideration of any possible interventions. In particular, HMG will be unable to understand at pace the current state of businesses that are seeking support as a result of time-limited and exogenous disruption and the implications of any potential HM Government intervention in those businesses. This could lead to HM Government making poor value for money interventions or failing to act at pace to respond to time-limited and exogenous disruption.

#### 3. YOUR REQUIREMENT

3.1. [REDACTED]:

#### Phase 1:

- 3.2. Situation Review and Options: The Suppliers will be expected to:
  - 3.2.1. [REDACTED]
  - 3.2.2. Provide such other ad hoc assistance as may be requested by HMT, BEIS or UKGI related to the request from the Company for support.

#### Phase 2:

- 3.3. Further Situation Review and Options: The Suppliers will be expected to:
  - 3.3.1. [REDACTED]
  - 3.3.2. Review and comment on other issues that may be of interest to HM Government which materialise during the course of the work undertaken by the Suppliers.
  - 3.3.3. Provide ad hoc advice and support to HM Government in any ongoing discussions with the Company / Group, the lenders and the shareholders of the Company / Group and / or their respective advisers around potential solutions or in response to any proposal for support that has been put forward by the Company.

## Phase 3:

3.3.4. [REDACTED]

#### 3.4. [REDACTED]:

#### Phase 1:

- 3.5. Situation Review, Options and Viability: The Suppliers will be expected to:
  - 3.5.1. [REDACTED]

### Phase 2:

- 3.6. Further Situation Review and Options: The Suppliers will be expected to:
- 3.7. [REDACTED]
  - 3.7.1. Review and comment on other issues that may be of interest to HM Government which materialise during the course of the work undertaken by the Suppliers.
  - 3.7.2. Provide ad hoc advice and support to HM Government in any ongoing discussions with the Company / Group, the lenders and the shareholders of the Company / Group and / or their respective advisers around potential solutions or in response to any proposal for support that has been put forward by the Company.

## Phase 3

3.7.3. [REDACTED]

#### 4. BASE LOCATION

4.1. The location of the Services will be carried out at each of the Supplier's own premises.

## 5. PAYMENT

- 5.1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 5.2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 5.3. Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.
- 5.4. and addressed to;

Accounts Payable HMT Rosebery Court, St. Andrews Business Park, Norwich, NR7 0HS

5.5. Invoices should contain the following information:

- 3.7.3.1. Contract Reference: [specific contract ref for each adviser]
- 3.7.3.2. Date period invoice covers
- 3.7.3.3. HMT PO Reference: [specific blanket PO No, for each adviser]
- 3.7.3.4. Engagement Reference (found on the PEF): XX-XXX
- 5.6. Each engagement needs to have a separate invoice.
- 5.7. Finally, we require a breakdown of who worked on the engagement for the period the invoice covers, this can be included on the invoice, in the approvals email or as a separate document that the department has sight of.
- 5.8. If an incorrect invoice is sent to Accounts Payable, then we will require a credit note to be issued along with the corrected invoice.

## 6. STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

- 6.1. Short Form Security Requirements as set out in Call-Off Schedule 9 (Security) will apply.
- 6.2. Any pre-employment checks that the Supplier subjects their staff to should be at least equivalent to the Government Baseline Personnel Security Standard (BPSS). In addition, where there is a requirement for any supplier staff to work unsupervised on Authority premises, they will be expected to undergo BPSS checks and National Security Vetting to Counter Terrorism Check (CTC) level before they can do so.
- 6.3. The Supplier shall have in place security clearance, which meets the requirements of the Contracting Authority, and shall ensure full compliance with the standards set out in the following link: <a href="https://www.gov.uk/government/publications/hmg-personnel-security-controls">https://www.gov.uk/government/publications/hmg-personnel-security-controls</a>
- 6.4. The Supplier shall maintain appropriate staff records for all Supplier Personnel who are involved in activities related to delivery of the products and services within the scope of this this Framework Agreement, and shall make this data available to Contracting Authorities upon request.
- 6.5. The Supplier shall ensure that all employees and key representatives of the Supplier working on the Contract shall comply with the Contracting Authority's security clearance requirements.
- 6.6. The Supplier shall ensure that Supplier Personnel provide evidence of their Right to Work in the United Kingdom in line with the Immigration, Asylum and Nationality Act (2006) and the Supplier shall maintain a copy of such evidence. The cost of obtaining any such evidence shall be the responsibility of the Supplier.
- 6.7. The Contracting Authority reserves the right to review its Security Checking procedure throughout the duration of the Framework Agreement and may require all Supplier employees and all Sub Contractors engaged to provide the Services to have obtained either National Security Vetting clearance or a full criminal records disclosure.

#### 7. KEY MILESTONES

- 7.1. The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:
- 7.2. There are no key contractual milestones, however, HM Government will set and manage milestones on a case-by-case basis.
- 7.3. For the first company, the following deliverables shall apply under the Contract:

| Milestone/Deliverable   | Description   | Timeframe<br>or Delivery<br>Date   |
|---|---|--|
| 1   | Successful delivery of an [RE-DACTED], including reporting on:  1. Situation Review and Options.                          | No later than<br>2 weeks (un-<br>less explicitly<br>agreed other-<br>wise) from<br>case being<br>awarded.        |
| 2 (Contingent on requirement following outcome of Deliverable 1)        | Successful delivery of any further reporting that may be necessary, for example:  1. Further Situation Review and Options | Agreed with HMT on a case by case basis de- pending on requirement following out- come of De- liverable 1        |
| 3 (Contingent on requirement following outcomes of Deliverable 1 and 2) | Successful delivery of any fur- ther reporting that may be nec- essary, for example on the fol- lowing areas:  [REDACTED] | Agreed with HMT on a case by case basis de- pending on requirement following out- come of De- liverable 1 and 2. |

7.4. For the second company, the following deliverables shall apply under the Contract:

| Milestone/Deliverable | Description | Timeframe<br>or Delivery<br>Date |
|-----------------------|-------------|----------------------------------|
|-----------------------|-------------|----------------------------------|

| 1   | Successful delivery of an [RE-DACTED], including reporting on:  1. Situation Review, Options and Viability                | No later than<br>2 weeks (un-<br>less explicitly<br>agreed other-<br>wise) from<br>case being<br>awarded.  |
|---|---|--|
| 2 (Contingent on requirement following outcome of Deliverable 1)        | Successful delivery of any further reporting that may be necessary, for example:  1. Further Situation Review and Options | Agreed with HMT on a case by case basis de- pending on requirement following out- come of De- liverable 1  |
| 3 (Contingent on requirement following outcomes of Deliverable 1 and 2) | Successful delivery of any further reporting that may be necessary, for example on the following areas:  1. [REDACTED]    | Agreed with HMT on a case by case basis depending on requirement following outcome of Deliverable 1 and 2. |

## 8. AUTHORITY'S RESPONSIBILITIES

- 8.1. HMT may require suppliers to attend contract review meetings, to discuss the contract. Suppliers will be given advance warning of any responsibilities expected of them in relation to these meetings.
- 8.2. Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 8.3. UKGI and HMT will assess supplier performance against the Key Performance Indicators (KPIs) as set out in paragraph 13.1 on a monthly basis.

## 9. REPORTING [CASE LEAD TO AMEND]

9.1. Reports to be provided on an ad hoc assistance as may be requested by HMT, BEIS or UKGI.

## **DEFINITIONS AND ACRONYMS**

## Attachment 3 – Statement of Requirements

| Expression or<br>Acronym | Definition                     |
|--------------------------|--------------------------------|
| EGU                      | Enterprise and Growth Unit     |
| GCF                      | Government Commercial Function |
| UKGI                     | UK Government Investments      |
| HMG                      | HM Government                  |
| HMT                      | HM Treasury                    |
| CCS                      | Crown Commercial Service       |
| [REDACTED]               | [REDACTED]                     |
| [REDACTED]               | [REDACTED]                     |
| [REDACTED]               | [REDACTED]                     |