



Crown
Commercial
Service

Bid Pack

Attachment 3 – Statement of Requirements

Contract Reference: CCLL25A08

UK NCP LSP Contract:

Procurement/Contract Title:

Provision of Care Assessment Reports for NCP, Specific Instance Assessment and Further Examination Reports

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- **PURPOSE AND OVERVIEW OF THE REQUIREMENT**

National Contact Point require a contractor to conduct the initial review of complaints. The contractor is expected to conduct an analysis in cases alleging violation of the OECD Guidelines for Responsible Business Conduct (Guidelines).

National Contact Point also requires a contractor to prepare a Further Examination Report in those instances when mediation is either rejected or fails.

- **BACKGROUND TO THE BUYER**

The UK National Contact Point (NCP) is responsible for raising awareness of the Organisation for Economic Co-Operation and Development (OECD) guidelines for multinational enterprises (MNE), and for providing a non-judicial complaints mechanism. NCP is part of the Department for Business and Trade (DBT).

The OECD guidelines for multinational enterprises are a set of standards intended to promote responsible business conduct by enterprises based in the 52 adhering states. They cover a range of issues including those related to:

- Human rights
- Environment
- Employment
- Bribery and corruption
- Disclosure of company information
- Supply chain management
- Taxation

Examples of UK NCP's case statements (live and closed cases) can be found here. When UK NCP receive a complaint, an initial assessment is undertaken to assess whether the complaint merit further examination. If issues are accepted, UK NCP offers conciliation/ mediation to parties with the aim of reaching a settlement. If mediation is declined, or fails to achieve a resolution, the UK NCP will examine the complaint further (Further Examination). Through conducting a deep dive exercise NCP would produce a final report of their findings and publish it onto NCPs website.

[UK National Contact Point - GOV.UK](https://www.gov.uk/national-contact-point)

1. BACKGROUND TO THE REQUIREMENT

The service is required to supplement the capacity of the UK NCP to fulfil its legal obligations to host a dispute resolution forum. A critical part of that process is to conduct the initial assessments to determine case acceptance and further examination if cases are accepted. These obligations are required under an international agreement between the OECD and UK.

The previous contract was for an initial value of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

A variation was put in place to uplift the contract value to a total of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

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Work was commissioned as and when necessary, therefore, DBT do not anticipate TUPE to be applicable.

- Please include any other suppliers or key stakeholders the supplier will need to work with. This is often relevant where the requirement is part of a bigger project. You may want to include a link to the Transparency publication on Contracts Finder. N/A

2. DEFINITIONS (GUIDANCE – PLEASE ADD ADDITIONAL ROWS IF NEEDED)

| Expression or Acronym | Definition |
|-----------------------|--|
| DBT | Department for Business and Trade |
| NCP | National Contact Point |
| OECD | Organisation for Economic Co-Operation and Development |

3. SCOPE OF THE REQUIREMENT

There are two contract line-item deliverables under this requirement: 1) Preparation of an Initial Assessment analysis report; and, 2) A report of Further Examination.

The supplier is to conduct an analysis and review consistent with the OECD Guidelines for National Contact Point (NCP) within two weeks from receipt of case files.

CLIN 1: The Initial Assessment report will consist of an analysis in case alleging and replying to violations of the OECD Guidelines for Responsible Business Conduct for Multinational Enterprises (Guidelines). The supplier will not need to provide an opinion regarding the decision to accept or reject a complaint or whether accepting the Complaint would further the objectives of the Guidelines. Regarding the Further Examination, the analysis will include an opinion as to whether the Respondent company acted consistent with the Guideline Chapters and Paragraphs accepted during the Initial Assessment.

CLIN 2: The Further Examination report will consist of a deeper evaluation into disputed elements of the Initial Assessment report. For instance, if neither party disputes the allegation Respondent is a multinational enterprise covered by the OECD Guidelines, the Further Examination need not address that element. The Further Examination will follow the same format as issues covered in the Initial Assessment. If the supplier believes additional information is required from the parties to conduct the Further Examination, beyond that information provided by the NCP case manager, the supplier will identify with specificity, what additional information is required to conduct the Further Examination.

It is expected that the supplier will have established knowledge and experience in Environmental, Social and Governance (ESG) matters. Prior experience in applying the OECD Guidelines is not required but recommended. Contracted counsel may be a Grade Band 5, Newly Qualified Solicitor/Junior solicitor. The supplier will have a grounded knowledge in the Guidelines and NCP Guidance for conducting Initial Assessments and Further Examinations prior to undertaking the performance under this contract.

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The suppliers' analysis and review will be based on documents provided by the UK NCP (Complaint, Reply and any supplemental letters or documents submitted by the parties with their Complaint or Reply). Legal research will not be required.

At the beginning of the performance period, the supplier will have an initial session with the UK NCP Case Manager concerning the case parties, issues identified, and standards of work expected. This conversation will not exceed the two free hour consultation identified as a service on the Legal Panel site and listing agreement. When determining your pricing per case assessment, you should allow for one hour of time after submitting the report in which the UK NCP case manager will ask you questions regarding your analysis and assessment. The NCP considers this time spent in performance of the fixed price deliverable, without additional compensation.

4. NON-MANDATORY AND OPTIONAL DELIVERABLES (SUPPLIER RESPONSIBILITIES)

4.1 Please follow the format / advice for mandatory deliverables above and ensure this is captured in Pricing Matrix in a separate tab and made clear this is for information only and will not be evaluated.

○

4.2 Non-Mandatory or optional services must be within scope of the Commercial Agreement.

4.3 Please note award questions should not be focused on Optional/Non-Mandatory Services.

5. POTENTIAL, ACTUAL OR EXPECTED DELIVERY VOLUMES (IF APPLICABLE)

○ During the initial performance year, the UK NCP issued fourteen requests for Initial Assessment Reports to the supplier. It is estimated that a similar number of Initial Assessment Reports will be required under this requirement. Requests for Further Examinations were not included in the pilot year contract, but the UK NCP estimates that five Further Examination reports will be required per year under this contract.

Please note the maximum contract value is **REDACTED TEXT under FOIA Section 43 Commercial Interests**, however there is no commitment for the buyer to spend up to the maximum value.

○

6. LOCATION

Online or over virtual calls.

7. BUYER RESPONSIBILITIES

○ Please include any buyer responsibilities. This may include any approvals to proceed during the contract, access to buildings; technology, equipment etc.
None.

8. KEY MILESTONES AND DELIVERABLES

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8.1 You may want to include any key milestones and/or deliverables that are critical to delivery. Please amend as appropriate to ensure that it is relevant to the requirement. Please insert additional rows if needed.

8.2 The following Contract milestones/deliverables shall apply:

| Deliverable | Description | Timeframe or Delivery Date |
|----------------|---|---|
| 1 – CLIN 1 & 2 | The report for each CLIN must be provided within two weeks from receiving all necessary information from the NCP. | Within 2 weeks from receiving the necessary information to conduct the assessment |
| 2 – CLIN 1 & 2 | The format must follow the same design as appears in the Annex. (I used an Annex for the pilot project) | Within 2 weeks from receiving the necessary information to conduct the assessment |
| 3 – CLIN 1 & 2 | Likewise, the content of the report follows the subject matter content as identified in the Annex, and the illustrations published on our website, for purposes of illustration) | Within 2 weeks from receiving the necessary information to conduct the assessment |

9. SUSTAINABILITY AND CARBON NET ZERO

9.1 Please include details of any sustainability considerations the supplier needs to be aware of and/or deliver.

9.2 You may want to read our [Procurement Essentials article](#).

10. SOCIAL VALUE

N/A - under threshold

11. STAFF AND CUSTOMER SERVICE

- The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- The Supplier's staff assigned to the Contract shall be a Grade Band 5, Newly Qualified Solicitor/Junior solicitor. The supplier will have a grounded knowledge in the Guidelines and NCP Guidance for conducting Initial Assessments prior to undertaking the performance under this contract. Therefore, necessary to have the relevant qualifications and experience (as detailed in the Mandatory Requirements Section) to deliver the Contract to the required standard.
- The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

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12. CONTINUOUS IMPROVEMENT

- The Supplier will be expected to continually improve the way in which the required services are to be delivered throughout the Contract duration.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- None. The vendor will observe the confidentiality requirements inherent in any attorney-client relationship.

14. PRICING MECHANISM

- The supplier is to provide a separate fixed price per case assessment for CLIN 1 and CLIN 2 as outlined in the deliverables.

- All prices are excluding VAT

-

- All prices are inclusive of expenses, such as travel and subsistence.

● PAYMENT AND INVOICING

The supplier must obtain approval from the buyer on completing each case to the required standard prior to issuing invoices. Invoices must include a detailed elemental breakdown of work/ case(s) completed.

Payment by BACS within 30 days of receipt by the Buyer of a valid and undisputed invoice in accordance with the terms of the Contract. In addition to the requirements set out in Clause 4.5 of the Core Terms, invoices must quote the correct Purchase Order number, the Buyer contact, and must clearly itemise the Delivered Deliverables including a qualitative description of the Delivered Deliverables.

- Invoices should be submitted to:

REDACTED TEXT under FOIA Section 40 Personal Information.

- CONTRACT MANAGEMENT AND KEY PERFORMANCE INDICATORS

- The UK NCP will manage the contract in accordance with Call-off Schedule 14. The supplier will respond to any questions concerns expressed by buyer within five business day, via e-mail.

14.1 The Buyer will measure the quality of the Supplier's delivery by:

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- 14.2 Whether the Initial Assessment report required under the contract is provided within two weeks from receipt of all information in the packet: Complaint; Reply and attachments.
- 14.3 Whether the Further Examination report is received within two weeks of the supplier receiving responses to requests for information under the Further Examination phase, or within two weeks of receiving notice from the supplier that additional information is not required to conduct the Further Examination, whichever event occurs later.
- 14.4 Whether the Initial Assessment report and Further Examination report cover all seven areas required by the OECD, as illustrated in the Annex.

| KPI/SLA | Service Area | KPI/SLA description | Target |
|---------|--|--|-----------------|
| 1 | CLIN 1: Delivery of initial assessment report. | From receiving the full set of information, deliver the initial report within 10 working days. | 95% of the time |
| 2 | CLIN 1: The Initial Assessment Report Format | Must follow the format/ template provided by DBT | 95% of the time |
| 3 | CLIN 2: Delivery of the Further Examination Report | From receiving the full set of information, deliver the Further Examination report within 10 working days. | 95% of time. |
| 4 | CLIN 2: The Further Examination Format | Must follow the format/template provided by DBT | 95% of time. |
| | | | |

- 14.5 Attendance at contract review meetings shall be at the supplier's own expense. The meetings will take place on a quarterly basis.
- 14.6 You may want to read our Contract Management [Procurement Essentials article](#).

Annex Annex I

Report/Analysis Content and Format

The Contract Counsel Report will include the following:

CLIN 1 (Initial Assessment Analysis (IA))

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- Names of all parties.
- A summary statement of the substance of the complaint including reference to those OECD Guidelines respondent is alleged to have breached.
- For each allegation contained in the Complaint, Contract Counsel will provide:
 - a. An analysis applying the guidelines alleged to have been violated to the factual allegations in the Complaint, including a summary of any nexus between respondent's alleged conduct and the harm asserted in the Complaint.
 - b. A summary of any scientific evidence relied upon by the parties in support of their respective positions and its relationship to the Complainant's allegations or Respondent's reply.
 - c. An analysis and assessment of Respondent's defence to the allegations.
- An overall summary of the nature of the complaint and Respondent's defences.

CLIN 2 (Further Examination Analysis)

- The Further Examination Analysis (FEA) will build upon the analysis found in the IA report published by the UK NCP and any legal analysis provided as a part of the IA analysis.
- The FEA will follow the same format as identified in the IA (CLIN 1) above.
- The content of the examination will include the Complaint, Reply and responses from the parties to questions proffered by the UK NCP staff obtained while seeking to develop additional facts and circumstances related to the issue(s) accepted for Further Examination.
- The content of the FEA may also include further documentation provided by the parties in support of their respective positions.
- The FEA will include an opinion and rationale from the vendor regarding their perception(s) related to the question of whether the respondent company's conduct was consistent with the sections of the OECD Guidelines identified for acceptance in the IA.

[iii](#) Tenders for CLINs 1 & 2 will be made on an alternative fee basis, firm fixed price per CLIN. The vendor will proffer a firm fixed price for each CLIN. The successful offeror will be determined by adding the price of CLIN 1 and 2 together. The successful offeror will have the lowest price after combining CLIN 1 and 2 quotations from each vendor. Only one vendor will be selected to perform both CLINs.

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