



SCHEDULE 7:

CONTRACTOR'S PROPOSAL

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1. OVERVIEW

- 1.1 The Contractor's Proposals are set out in Appendix 1 to this Schedule.

2. CONTENT OF CONTRACTOR'S PROPOSALS

- 2.1 The Contractor's Proposals have been prepared by the Contractor and set out how the Contractor's solution will be provided so as to meet the Authority's Requirements and are operational in nature.

- 2.2 For the avoidance of doubt, parts of the Contractor's overall proposal, provided to the Authority within its Mini-Competition (as such term is defined in the Framework Agreement), have not been included as part of the Contractor's Proposals where they are not relevant to the operational performance of the Services. This includes the following annexes to the Contractor's Mini-Tender (as such term is defined in the Framework Agreement):

List of excluded annexes 2.2.1 – 2.2.7 inclusive **Redacted Under FOIA Section 43, Commercial Interests**

- 2.3 Although the Contractor's Proposals are included by the Parties as part of this Contract, the Contractor agrees that such inclusion shall not relieve the Contractor of its responsibility for ensuring compliance with the Authority's Requirements.

- 2.4 If the Contractor becomes aware of any conflict or inconsistency between the Authority's Requirements and the Contractor's Proposals, the Contractor shall as soon as reasonably practicable and in any event within ten (10) Business Days:

2.4.1 notify the Authority of such conflict or inconsistency; and

2.4.2 at the Authority's request amend the Contractor's Proposals to address the conflict or inconsistency in accordance with **Schedule 16 (Change Protocol)** at no cost to the Authority.

3. SERVICES

- 3.1 The Parties agree that all of the services described in the Contractor's Proposals are to be provided as part of the Services to satisfy the Authority's Requirements and shall be provided in consideration of payment of the Contract Price by the Authority.

- 3.2 Subject to **clause 1.6 (Precedence of Documentation)**, the Contractor shall perform its obligations under this Contract in accordance with, and shall ensure that the Services comply with and meet, all the requirements of the Contractor's Proposals and all other requirements set out in **clause 15.1 (Standard of Performance)**.



3.3 Without prejudice to **paragraph 3.2 (Services)**:

3.3.1 the Contractor shall fully perform its obligations under this Contract including all aspects of the Contractor's Proposals within the Contract Price;

3.3.2 if the Contractor has failed to account for any aspects of the Contractor's Proposal (including, for example, any staffing headcount) in the Base Case, the costs of delivering such aspects of the Contractor's Proposal in accordance with **paragraph 3.2 (Services)** shall be borne by the Contractor without any change to the Contract Price including, if necessary, by way of a reduction in the Contractor's margin (including the Project Profit Margin); and

3.3.3 without limiting the foregoing and notwithstanding any other provision of this Contract, the Contractor acknowledges and agrees that:

3.3.3.1 it assumes all risk and cost arising from the provision of Contractor's Staff under this Contract including where the cost of such provision (for example as to payroll cost) is or may be under-represented in the Base Case and/or the Contract Price for any part of the Contract Period;

3.3.3.2 this assumption of risk and cost shall fall within the scope of the proviso in **clause 59.1 (Updating the Base Case)** as a risk that the Contractor bears under the provisions of this Contract;

3.3.3.3 the financial adjustment provisions of this Contract including:

(i) where an adjustment is based on a Change in Costs and/or the Schedule of Wage Rates;

(ii) under **clause 59 (Financial Adjustments)** including the application of the "no better and no worse" principle in **clause 59.2 (Application to the Base Case)** and **clause 59.3 (No Better and No Worse)**;

(iii) under **Schedule 14 (Payment Mechanism)**; and

(iv) under **Schedule 16 (Change Protocol)**,

shall not operate to permit the Contractor to recover any sums from the Authority by way of an amendment to the Contract Price or otherwise in respect of the discrepancy between its actual costs of the Contractor's Staff from time to time and those represented in the Base Case and/or Contract Price.

- 3.3.4 Without limitation, paragraphs 3.3.1 to 3.3.3 above shall (to the extent deemed inconsistent or conflicting with the other provisions of this Contract) be treated as offering a better commercial position for the Authority under **clauses 1.6.2.4 and 1.6.3 (Precedence of Documentation)**.

4. **AUTHORITY OBLIGATIONS UNDER THE CONTRACTOR'S PROPOSALS**

4.1 The Parties agree that:

- 4.1.1 the Authority shall not be responsible for or obliged to perform any obligations, responsibilities or actions (including service-related activity) set out in the Contractor's Proposals;
- 4.1.2 regardless of any assumptions or caveats outlined in the Contractor's Proposals, the Contractor is required to provide the Services in accordance with the terms of this Contract;
- 4.1.3 the Contractor's Proposals will not be relied upon to determine how any risks or liabilities relating to the provision of the Services are to be determined;
- 4.1.4 the Contractor shall not be entitled to relief from its obligations set out in this Contract (including the Contractor's Proposals) or to any other compensation or any other remedy as a consequence of any:
- 4.1.4.1 failure by the Authority to perform any obligations, responsibilities or actions (including service-related activity) set out in the Contractor's Proposals; and/or
- 4.1.4.2 assumption set out in the Contractor's Proposals being incorrect or inaccurate in any regard; and
- 4.1.5 the Contractor shall not be entitled to any increase in the Contract Price in relation to any change to the Contractor's Proposal unless and to the extent the change arises from a request by the Authority to change the Authority's Requirements (in which case the Parties shall agree the change in accordance with **Schedule 16 (Change Protocol)**).



Appendix 1

Contractor's Proposals

Redacted Under FOIA Section 43, Commercial Interests