



Crown
Commercial
Service

HER MAJESTY'S TREASURY (the Customer)

- and -

P.A. CONSULTING SERVICES LIMITED

ANNEXES

relating to

**DESIGN AND DELIVERY OF TRAINING
COURSES FOR HMT NEW**

BAND E'S/GRADE 7/BAND A'S

CCZP16A02

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ANNEX 1 – TERMS AND CONDITIONS

Terms and Conditions of Contract for Services

1 **INTERPRETATION**

1.1 In this Agreement, the following words shall have the following meanings:

<p>“Agreement” shall mean these terms and conditions, the Purchase Order, and (if applicable) the Award Letter;</p> <p>“Award Letter” means the letter signed by the Customer and the Supplier which confirms the award of the contract and which may give details of the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;</p> <p>“Charges” means the charges for the Services as set out in the Purchase Order or Award Letter (as applicable);</p> <p>“Crown” means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies;</p> <p>“DPA” means the Data Protection Act 1998;</p> <p>“Expiry Date” means the date for expiry of this Agreement as set out in the Purchase Order or Award Letter;</p> <p>“FOIA” means the Freedom of Information Act 2000;</p> <p>“Information” has the meaning given under section 84 of the FOIA;</p> <p>“Key any persons specified as</p>	<p>Personnel” such in the Purchase Order or Award Letter (as the case may be), or otherwise notified by the Customer to the Supplier in writing;</p> <p>Participant an employee of the Customer or an employee of any other government department as selected by the Customer to attend the programme provided as part of the Services.</p> <p>“Party/Parties” the Supplier and/or the Customer (as appropriate);</p> <p>“Premises” shall mean have the meaning detailed in the Purchase Order or Award Letter (as applicable) or if such term is not defined it shall be the “Ship To” address;</p> <p>“Purchase Order” means the Customer’s order for Services which has a unique PO number, and details the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;</p> <p>“Relevant Convictions” means a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or as otherwise advised by the Customer;</p> <p>“Request for Information” shall have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);</p> <p>“Services” means the services to be</p>
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provided by the Supplier to the Customer under this Agreement as specified in the Purchase Order or Award Letter (as applicable);

London.

“Specification” means any specification for the Services produced by the Supplier and agreed with the Customer; or supplied to the Supplier by the Customer including any specification contained in the Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and price of the Services;

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

“Staff Vetting Procedures” shall mean the Customer’s procedures for the vetting of personnel as advised to the Supplier by the Customer;

“Term” shall mean the term set out in the Purchase Order or Award Letter unless extended or terminated earlier in accordance with the terms and conditions of this Agreement;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of

1.2 where a capitalised word is not defined in this Agreement it shall have the meaning given to it in the Purchase Order or Award Letter.

1.3 In this Agreement unless the context otherwise requires:

1.3.1 references to numbered clauses are references to the relevant clause in this Agreement;

1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.3.3 the headings to the clauses of this Agreement are for information only and do not affect the interpretation of this Agreement;

1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

1.3.5 where the word ‘including’ is used in this Agreement, it shall be understood as meaning ‘including without limitation’.

2 BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with this Agreement.

2.2 The Agreement shall be deemed to be accepted on the earlier of: (a) the Supplier signing the Award Letter or Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

3 SUPPLY OF SERVICES

3.1 In consideration of the amounts due under this Agreement, the Supplier shall, from the date set out

in the Purchase Order or Award Letter, provide the Services to the Customer for the Term, in accordance with the terms and conditions with this Agreement.

3.2 In providing the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

3.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;

3.2.4 ensure that the Services will conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services.

3.3 On completion of the Services, or termination or expiry of this Agreement (whichever is the earlier) the Supplier shall vacate the Premises, remove his plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a clean, safe and

tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

3.4 The Customer may inspect and examine the manner in which the Supplier supplies the Services, at the Premises, during normal business hours, on reasonable notice.

4 REPRESENTATIONS AND WARRANTIES

4.1 The Supplier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Agreement, and that this Agreement is executed by a duly authorised representative of the Supplier.

5 VARIATION OF THE SERVICES

5.1 The Customer reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.

6 CHARGES AND PAYMENT

6.1 The Charges for the Services shall be as set out in the Purchase Order or Award Letter, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.2 The Supplier shall invoice the Customer as

specified in the PO. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice including but not limited to the relevant purchase order number and a breakdown of the Services supplied in the invoice period.

6.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid PO number. Payments may be withheld or reduced by the Customer in the event of unsatisfactory performance without prejudice to the Customer's other rights and remedies under this Agreement.

6.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with this Agreement.

6.5 If there is a dispute as to the amount invoiced the Customer shall pay the undisputed amount.

6.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at a rate which shall compensate for such loss as has been directly caused by the late payment. The

interest rate shall not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 40.

6.7 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement for a failure to pay undisputed sums in accordance with clause 15.2.

7 RECOVERY OF SUMS DUE

7.1 Wherever under this Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which at any later time may become due, to the Supplier under this Agreement or under any other agreement or contract with the Customer or with any department, agency or authority of the Crown. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8 PROPERTY

8.1 The Customer shall provide the Supplier with reasonable access at reasonable times to the Premises for the purpose of providing the Services.

8.2 All equipment, tools and vehicles brought onto the Premises shall be at the Supplier's risk.

8.3 Any equipment provided by the Customer for the purpose of this Agreement shall remain property of the Customer and shall only be used for the purpose of carrying out this Agreement, and shall

be returned promptly to the Customer on expiry or termination of this Agreement. The Supplier will reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier unless the Customer is notified otherwise in writing within seven days.

9 KEY PERSONNEL

- 9.1 Any Key Personnel shall not be released from supplying the Services without the Agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.2 Any replacements to the Key Personnel shall be subject to the agreement of the Customer (not to be unreasonably withheld). 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.

10 INSPECTION OF PREMISES

- 10.1 The Supplier is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and satisfied himself in relation to all matters connected with the performance

of its obligations under this Agreement.

11 INSURANCE

- 11.1 The Supplier shall effect and maintain (for the Term and for 1 year following the end of the Term), with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of (i) all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Agreement; (ii) public liability insurance; and (iii) professional indemnity insurance.
- 11.2 The Supplier, shall give to the Customer, 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.
- 11.3 The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit shall be at least £2 million.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Customer may use, for its own internal purposes and the purpose of taking part in the programme provided as part of the Services, and for no other purpose (including participating in any Competing Activity), the materials supplied to it or the Participants by or on behalf of the Supplier under or in connection with the programme. No right or licence is granted to the Customer to reproduce, publish or distribute any such materials without the prior written consent of the Supplier. The Customer shall comply with any and all third party licence terms published on materials provided as part of the Services and shall ensure that Participants do likewise. **"Competing Activity"** means any activity or business which competes or

may compete with the Supplier's business or activities (past, present or future), including the design, development and/or delivery of executive programmes, executive development services or any other activity resembling the Services or any component part thereof.

12.2 Nothing in this Agreement will affect the ownership of any Intellectual Property Rights owned or controlled by a Party prior to the date of this Agreement and neither Party grants to the other any right or licence under any of its Intellectual Property Rights except as expressly granted in this Agreement. **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

12.3 The Supplier acknowledges and accepts that any Intellectual Property Rights that subsist in materials created by Staff

(whether or not such materials have been developed in connection with the Services) shall belong exclusively to the Customer or the member of Staff as the case may be.

12.4 Subject to clause 12.3 all other Intellectual Property Rights that subsist in the structure, design and content of the Programme and in any materials recording the same (in any form or media) shall belong exclusively to the Customer or its licensors.

12.5 The Supplier shall indemnify, and keep indemnified, the Customer against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier, its employees, agents or subcontractors.

12.6 The supplier's Liability under clause 12.5 is limited to £500,000.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part thereof. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

13.2 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

13.3 Where the Customer has consented to the placing of sub-contracts copies of each sub-contract, shall at the request of the Customer, be sent to the Supplier to the Customer as soon as reasonably practicable.

13.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under this Agreement.

14 TERM

14.1 This Agreement shall take effect on the date of the Purchase Order and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 14.2 below, or terminated in accordance with the terms and conditions of this Agreement.

14.2 The Customer may, by giving written notice to the Supplier not less than 3 months prior to the Expiry Date, extend

this Agreement for up to two periods of 1 year. The provisions of this Agreement will apply throughout any such extended period.

15 TERMINATION

15.1 Without prejudice to any other right or remedy it might have, the Customer may terminate this Agreement by written notice to the Supplier with immediate effect if:

15.1.1 the Customer gives the Supplier three (3) month's written notice

15.1.2 the Supplier is in material breach of any obligation which is not capable of remedy;

15.1.3 the Supplier repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

15.1.4 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

15.1.5 the Supplier undergoes an implemented change of control which would materially affect the Supplier's ability to carry out the Contract, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or

15.1.6 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any

composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.1.6) in consequence of debt in any jurisdiction.

15.2 The Supplier may terminate this Agreement if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.3 The Customer may terminate the Contract for convenience at any time, for any reason or for no reason, by giving 30 days' written notice to the Contractor. Where the Customer terminates the Contract under Clause 15.3 (Termination for Convenience), the Customer shall not be liable to pay any sums.

15.4 Termination or expiry of this Agreement shall not affect the continuing rights under clauses 2, 3.2, 3.3, 8, 11, 12, 16, 23, 24, 25, 29, 31, 38 and 40.

16 CONSEQUENCES OF TERMINATION/EXPIRY

16.1 Upon termination or expiry of this Agreement, the Supplier shall:

16.1.1 give all reasonable assistance to the incoming supplier of the Services.

16.1.2 be permitted to retain copies of the Customer's confidential information for professional filing purposes, and that a requirement to return/destroy information does not relate to information held on securely held archive servers/back-up tapes.

16.2 Upon termination or expiry of this Agreement, the Customer shall:

16.2.1 be permitted to retain copies of the Supplier's confidential information for professional filing purposes, and that a requirement to return/destroy information does not relate to information held on securely held archive servers/back-up tapes.

17 VARIATION

17.1 This Agreement cannot be varied except in writing signed by a duly authorised representative of both the parties.

18 PREVENTION OF CORRUPTION

18.1 The Supplier shall comply with, and shall ensure that its Staff or anyone acting on the Supplier's behalf comply with the applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

18.2 The Supplier shall not offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public 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 Agreement or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

18.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person

employed by or on behalf of the Customer or any other public body in connection with the Agreement.

18.4 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 18.1 or 18.3, the Customer may:

18.4.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.4.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those clauses.

19 PREVENTION OF FRAUD

19.1 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

19.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

19.3 If the Supplier or its Staff commits fraud in relation to this or any other contract with

the Crown (including the Customer) the Customer may:

19.3.1 terminate this Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

20 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

21 HEALTH AND SAFETY

21.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Agreement.

21.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

21.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the

performance of its obligations under the Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

22 DISCRIMINATION

22.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998 and the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

22.2 The Contractor shall take all reasonable steps to secure the observance of clause 22.1 by all staff.

23 DATA PROTECTION ACT

23.1 The Supplier shall (and shall ensure that all of its 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 Agreement.

23.2 Notwithstanding the general obligation in clause 23.1, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Customer (as defined by the DPA) the Supplier shall ensure that it has in place appropriate technical and organisational

measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

23.2.1 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

23.2.2 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this clause; and

23.2.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

24 OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

24.1 The Supplier shall comply with, and shall ensure that its Staff comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) Section 182 of the Finance Act 1989.

24.2 In the event that the Supplier or its Staff fail to comply with this clause, the Customer reserves the right to terminate the Agreement by giving notice in writing to the Supplier.

25 FREEDOM OF INFORMATION

25.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and

shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

25.2 The Supplier shall and shall procure that any sub-contractors shall transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

(a) provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within five Working Days (or such other period as the Customer may specify) of the Customer's request; and

(b) provide all necessary assistance as reasonably requested by the Customer to enable the Customer 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 2004.

25.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004.

25.4 In no event shall the Supplier respond

directly to a Request for Information unless expressly authorised to do so by the Customer.

25.5 The Supplier acknowledges that (notwithstanding the provisions of this clause 25 and the provisions of clause 32) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose information concerning the Supplier or the Services in certain circumstances:

- (a) without consulting the Supplier; or
- (b) following consultation with the Supplier and having taken their views into account;

provided always that where clause 25(a) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

25.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

25.7 The Customer acknowledges that the Supplier is also subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and agrees that Clause 25 shall apply to the Customer mutatis mutandis.

26 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

26.1 Without prejudice to the Customer's obligations

under the FOIA, neither Party shall make any press announcement or publicise this Agreement or any part thereof in any way, except with the prior written consent of the other Party.

26.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause **Error! Reference source not found.**26.1.

27 SECURITY

27.1 The Customer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all security requirements of the Customer while on the Premises, and shall ensure that all Staff comply with such requirements.

27.2 Where additional data security measures are required, as indicated in the Purchase Order, the Supplier shall comply with the security measures contained in the Annex (Security) in full

28 SUPPLIER'S STAFF

28.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the

Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

28.2 The Supplier shall take the steps reasonably required by the Customer to prevent unauthorised persons from being admitted to the Premises. If the Customer gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Customer the Supplier shall replace any person removed under this clause with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

28.3 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Agreement to the Premises, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Customer may reasonably request.

28.4 The Supplier's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

28.5 If the Supplier fails to comply with clause 28.2 within 1 month of the date of the request and in the reasonable opinion of the Customer such failure

may be prejudicial to the interests of the Crown then the Customer may terminate the Agreement, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

28.6 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with clause 28.2 shall be final and conclusive.

28.7 The Supplier shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

28.8 The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Supplier shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.

29 AUDIT

29.1 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer, but excluding material relating to the profitability or internal profit and loss balance sheets associated with our business, information that is legally privileged or any information to whom we owe a third party duty of confidence. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

30 TRANSPARENCY

30.1 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 Agreement is not confidential. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.

31 CONFLICTS OF INTEREST

31.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or

a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the agreement or contract.

31.2 The Supplier shall promptly notify the Customer and provide the Customer with full particulars or as much detail as it is able to in circumstances where any conflict referred to in clause 31.1 above arises or is reasonably foreseeable.

31.3 The Customer reserves the right to terminate the agreement or contract immediately by giving notice in writing to the Supplier and/or take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of this agreement or contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

31.4 This clause 31 shall apply:

- (a) During the period of the agreement or contract; and
- (b) For a period of two (2) years following the end of the agreement or contract period or such other period as agreed in the Purchase Order.

32 CONFIDENTIALITY

32.1 (Subject to clause 12, 24 and 25) each Party shall keep confidential and not disclose, and shall procure that his employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Agreement except information which (a) is in the public domain otherwise than by reason of a breach of this provision; (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (c) was in a Party's possession without restriction as to its disclosure prior to receiving such information from the other Party; (d) is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements; (e) is necessary for a Party to disclose for the purposes of the performing its obligations under this Agreement (but only to the extent it is necessary to do so); (f) the other Party has given its specific express prior written consent can be disclosed; (g) in the case of the Customer, disclosed to any other government department provided that such government department shall comply with confidentiality provisions in respect of such disclosed information which are no less onerous than this clause 32. The provisions of this clause 32 shall apply during the continuance of this Agreement and after its expiry or termination howsoever arising.

33 COMPLIANCE WITH VALUE ADDED TAX AND OTHER TAX REQUIREMENTS

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

33.2 Failure to comply may constitute a material breach of this Agreement and the Customer may exercise the rights and provisions conferred by clause 14.

33.3 The Supplier shall furnish to the Customer the name, and if applicable, the Value Added Tax registration number and relevant Income Tax reference number(s) of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a request by the Customer, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor.

34 FORCE MAJEURE

34.1 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party (those circumstances excluding any industrial action occurring within the Supplier's organisation). The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

35 ENTIRE AGREEMENT

35.1 This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

36 WAIVER

36.1 Any waiver or relaxation either partly, or wholly of any of the conditions of the Agreement shall be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

37 AGENCY, PARTNERSHIP ETC

37.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

38 REMEDIES CUMULATIVE

38.1 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement (whether under this Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the

exclusion of other remedies.

39 SEVERANCE

39.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

40 DISPUTE RESOLUTION

40.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. If the dispute cannot be resolved by the parties within a reasonable period, the dispute may, by agreement between the parties, be referred to a neutral adviser or mediator ("the Mediator") chosen by agreement between the parties. If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act either party shall be able to apply an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the parties will meet with the Mediator to agree a procedure for negotiations.

40.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the

parties in any further proceedings. The parties agree to be bound by any written agreement once signed by both parties. If the parties fail to appoint a Mediator, or fail to reach agreement within one month of the Mediator being appointed, either party may exercise any remedy that it has under this Agreement.

41 NOTICES

41.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out in the Purchase Order or Award Letter, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.

41.2 Notices sent as above shall be deemed effectively given on the day when in ordinary course of the means of transmission, it would first be received by the addressee in normal business hours.

42 GOVERNING LAW AND JURISDICTION

42.1 The validity, construction and performance of this Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

43 CANCELLATION OR POSTPONEMENT

43.1 Subject to clause 43.2, the Customer may postpone or cancel the Services or constituent elements of the Services, including individual modules, events or coaching sessions, by giving the Supplier notice in writing to that effect.

43.2 If the Customer gives the Supplier notice that it wishes to postpone or cancel the Services or constituent elements less than 12 weeks before the first date of delivery of the relevant Services (“Delivery Date”), the following fees shall be payable by the Customer (in accordance with the agreed payment provisions):

43.2.1 between 4 and 6 weeks (inclusive) before the Delivery Date – 25% of the fees for the Programme or constituent element thereof less any amount already paid in respect thereof;

43.2.2 between 2 weeks and fewer than 4 weeks (inclusive) before the Delivery Date – 50% of the fees for the Programme or constituent element thereof less any amount already paid in respect thereof; and

43.2.3 fewer than 2 weeks before the Delivery Date – 100% of the fees for the Programme or constituent element thereof less any amount already paid in respect thereof.

44 LIABILITY

44.1 Subject to clauses 44.3, the total aggregate liability of the Supplier to the Customer for any and all breaches of this Agreement, any negligence, or arising in any other way out of (i) the subject matter of this Agreement, or (ii) the provision of

the Services, will not exceed the Fees received by the Supplier under the Agreement.

44.2 Subject to clause 44.3, either Party’s liability to the other or any Participant for any breach of this Agreement, including any deliberate repudiatory breach, any negligence, or arising in any other way out of (i) the subject matter of this Agreement, or (ii) the provision or receipt of the Services, will not extend to any indirect, incidental or consequential damage, loss or expenses, or to any loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation, loss of data, loss of contracts or loss of opportunity (whether direct or indirect), even if a Party has advised the other of the possibility of such damage, loss or expenses, or if they were within the contemplation of the Parties.

44.3 Nothing in this Agreement limits or excludes the liability of either Party for death or personal injury caused by its negligence, any fraud or fraudulent misrepresentation, or any sort of liability that, by law, cannot be limited or excluded.

44.4 For the avoidance of doubt, the provisions of this clause 44 shall not prejudice or otherwise affect the Parties’ respective rights and obligations under clause 43 concerning cancellation or postponement of the Services

ANNEX 2 – PRICE SCHEDULE

Lot 1	Initial fixed cost for the design and delivery of Lot 1 first cohort. £REDACTED	Total Cost for Lot 1 & 2 over 2 years (Initial contract term) £REDACTED	Total Value of 1 year + 1 year extension options if the Customer exercises the extension options (assuming 4 cohorts are run per year) <ul style="list-style-type: none"> • Lot 1 1st year extension option £REDACTED * 4) = £REDACTED • Lot 1 2nd year extension option £REDACTED * 4) = £REDACTED • Lot 2 1st year extension option £REDACTED * 4) = £REDACTED¹ • Lot 2 2nd year extension option £REDACTED * 4) = £REDACTED
	Cost of subsequent cohorts * the number of subsequent cohorts £REDACTED each x 7 Cohorts = £REDACTED		
	Lot 1 Total £REDACTED + £REDACTED = £REDACTED		
Lot 2	Initial fixed cost for the design and delivery of Lot 2 first cohort. £REDACTED	Total Cost for Lot 1 & 2 over 2 years (Initial contract term) £REDACTED	<p>Total Maximum Contract Value, including 2x 1 year extension options</p> <p>£REDACTED + £REDACTED + £REDACTED + £REDACTED + £REDACTED =</p> <p style="text-align: center;">£REDACTED</p> <p style="text-align: center;">+</p> <p>£REDACTED for additional runs of modules 2 - 5 and action learning sets of up to 3 runs in 2017/18 and up to four runs in subsequent years</p> <p style="text-align: center;">=</p> <p style="text-align: center;">£1,493,175</p>
	Cost of subsequent cohorts * the number of subsequent cohorts £REDACTED * 7 = £REDACTED		
	Lot 2 total (£REDACTED + £REDACTED) = £REDACTED		

Should the Customer intend to independently call off Lot 1 and Lot 2 modules, it will be in accordance with the cost breakdown below

Independent Module Cost Breakdown

	Module 1 (2 days)	Module 2 (3 hours)	Module 3 (2 days)	Module 4 (2 days)	Module 5 (3 hours)	Action learning sets (3 x 2hrs)	Closing Event (2 hours)	TOTAL
Consultancy Fees (including prep, project management and admin)	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED
Materials (estimated)	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED
TOTAL PRICE	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED	£REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 To co-design and deliver a high quality and rigorous advanced policy and management leadership programme for new Range Es in the Customer as they ‘step up’ from policy advisor to policy branch lead. The 1st cohorts programme needs to be delivered from January 2017. It will be delivered 2 to 4 times a year to accommodate 4 to 8 cohorts, totalling c.100 participants each year. The programme will be mandatory for new range Es.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Customer (Her Majesty's Treasury) is the Government's 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. The Customer aims to be a high performing organisation, able to work effectively with its many stakeholders.
- 2.2 The Customer's vision is for every member of staff to play a full, productive and valued role in ensuring it operates as a high-performing organisation, in an environment that fully reflects its values and is a rewarding, and supporting place to work, with a wide diversity of backgrounds, styles, and working patterns.
- 2.3 There are approximately c.1,200 staff currently employed by the Customer, of which c. 250 are Range Es (equivalent to Civil Service grade 7). New Range Es in the Customer have strong intellectual and analytical abilities, and operate in a department with a reputation for, and culture of, challenge, engagement and debate. Many of the Customer's Range Es have been promoted internally from a policy advisor (Range D) role within the Treasury, often entering the department through the Customer's Graduate Development Programme. Others will have joined the department from elsewhere in the Civil Service, public, voluntary or private sector.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Customer's Range E Development Programme for policy leaders, is part of the commitment in the Customer's departmental improvement plan, '*Building a great Treasury*,' to introduce a professional development programme for policy makers in the Customer. It will be a new programme, complementing and building on the Graduate Development Programme (introduced in September 2015).

Outcomes and Objectives

- 3.2 The outcomes and objectives for the new learning, are to:
 - Clarify what expectations the Customer has of its Range E cadre;
 - Enhance capability of the new Range E cohort, making them more effective, more quickly;
 - Equip new Range Es with the generic skills required of any Range E in HMT that they can apply in their roles;
 - Develop a strong cohort of Ranges Es, making peer learning possible (either formally or informally);
 - Celebrate success, making new Range Es feel valued and motivated, and aiding retention of talented staff; and

- Direct new Range Es to further recommended training opportunities and support.

Content

3.3 **Annex A** sets out an overview of the proposed design of the programme and detailed learning objectives. Following some internal consultation on possible scope of the programme, we intend that it should comprise of 5 modules; 3 action learning sets; a site visit led by the individual; and a closing event. These will be spread over 6 months during a new Range E's first posting in the Customer as they 'step up' from policy advisor to policy lead.

3.4 The Customer intends the modules for this programme to be:

- **Module 1: Introduction to management and leadership** (c.2 days) – this will set expectations for the Range E cadre, discuss challenges of a Range E role, offer essential management information and introduce participants to leadership, including work and resource planning.
- **Module 2: Political awareness and working with Ministers** (c.3 hours) – to equip new Range Es with the skills needed to handle ministerial discussions and navigate parliamentary processes and risks.
- **Module 3: Problem framing and policy solutions** (c.2 days) – to give new Range Es the skills needed to think through a policy problem in a structured way in order to deliver credible policy advice.
- **Module 4: People management** (c. 2 days) – a more in depth module for new managers based on a pre-existing Essential Skills for Managers course (see below for further details).
- **Module 5: Advanced stakeholder management skills** (c. 3 hours) – to enable new Range Es to work and lead effectively through others, and appear credible in front of senior stakeholders.

3.5 All five modules should be grounded in strategic thinking skills. It is the Customer's intension that the modules will form part of an inter-linked, seamless development programme, building a learning journey that is exciting, intellectually challenging, and highly relevant for delegates. However as well as forming part of wider programme, the Customer would also like modules 2-5 to be available as stand-alone modules to meet specific demands from other policy staff who will not be on the new Range E programme (for instance, existing, experienced range Es).

3.6 The three **Action learning sets** should focus on real life issues/problems to build on the people management, leadership and problem framing/policy solutions modules, bringing the cohort together in small groups of 5 or 6. An **external site visit** will build upon the advanced stakeholder skills module and will be led and organised by the individual related to a stakeholder in their policy area. The visit needs to have purpose and add value to a current piece of work. The **closing event** will involve a presentation by the group to senior managers on what they have learnt throughout the programme.

Specific requirements and background to potential bidders to note for modules 1 to 5, which is not covered in Annex A or B.

Welcome and introduction to management and leadership (module 1)

3.7 The first module will set the expectations for the programme and give the essentials around management and leadership, linking to further skills management training in module 4. The Customer have a managers briefing session run by HR and a senior manager and covers the Customer's key management policies that managers need to

know. The Customer expects this existing material to be used as content for 'responsibilities as a new manager'.

Political awareness and working with Ministers (module 2)

3.8 Range Es are required to be very credible in front of ministers for their policy area, leading meetings and presenting policy options directly to ministers. They need to navigate confidently through parliamentary processes, work with stakeholders and focus strongly on the delivery, implementation and communication of policy. This module will mostly be developed by subject experts in the Customer, but bidders will provide expertise in designing effective learning and critical challenge to ensure the module is engaging and practical during the design phase.

Problem-solving and policy solutions (module 3)

3.9 This will be a key module in the programme as new Range Es move to *leading* on key areas of policy and will have a number of policy projects or issues to manage in their branch. Taking a strategic and structured approach to policy making will be even more important at this level, rather than being the policy analyst researching and gathering evidence.

Essential Skills for Managers (module 4)

3.10 Since April 2016, the Customer have run an Essential Skills for Managers 2 day workshop, plus 3 action learning sets for new line managers. This is a tailored programme, co-designed and delivered by an external provider. The contract with the external provider comes to an end in February 2017.

3.11 Essential Skills for Managers has had good feedback and the Customer is keen to use as much of this existing material as possible rather than create this module from scratch. Therefore much of the design is already in place for module 4.

3.12 The objectives for the existing course are:

- To provide the knowledge and skills required to be a successful people manager in the Treasury;
- To build awareness of the emotional intelligence required to effectively manage others – particularly if you only manage a small number of staff;
- To build confidence of new line managers in supporting people effectively;
- To reinforce the Customer's new management compact; and
- To support the achievement of the mandatory line management objective.

3.13 Bidders will need to:

3.13.1.1 Undertake an effective handover with the existing external supplier of the *Essential Skills for Managers* workshop.

3.13.1.2 Ensure that this module fits seamlessly within the broader programme and in particular that strong links are made and maintained with module 1.

3.13.1.3 Provide diagnostic tools or questionnaires to help build awareness of the emotional intelligence required to effectively manage others (a current feature of the existing workshop).

3.14 In addition to incorporating this material into the range E development programme, the Customer also wishes to ensure this module can continue to stand alone and be available for those new managers in the Treasury who do not undertake the broader Range E programme (e.g. existing range Es; new managers at other grades). The Customer expects to run 2-3 sessions of this module per year outside of the Range E development programme. The standalone module will also need to include the emotional intelligence diagnostic tools and action learning sets.

Advanced Stakeholder Management Skills (module 5)

3.15 New Range E policy leaders are representing the Customer at more senior levels so it will be important they build strong relationships and networks to achieve their objectives. They will be faced with more challenging policy environments and usually a key player to influence and handle conflict in their policy area, working through others and incorporating external perspectives.

Requirements of suppliers, governance and working with HMT

3.16 We have previously successfully co-designed and delivered a number of learning and development programmes with external suppliers. To be success our external partners need to be able to gain credibility quickly with participants and those supporting the programme and ensure the content is pitched at an appropriately fast-paced and intellectually engaging level.

3.17 Ideally, the Customer would like one supplier who can deliver all modules. However, the Customer recognises that there may be areas where specialist expertise may be required, in particular for module 3 (problem-solving and policy solutions). As such the Customer has split the bid into 2 lots giving the option bid for all elements of the programme with or without module 3. Suppliers are welcome to suggest other suppliers to partner with as part of Lot 1 if they need to buy in additional expertise. Suppliers who bid for all elements must also be comfortable with the prospect of working with a supplier for Lot 2 of the Customer's choosing. The Lots the Customer is seeking bids for are:

- Lot 1: Overall programme management, co-design and co-delivery of modules, action learning sets, external site visit and closing event. Inclusion of module 3 is optional.
- Lot 2: Co-design and co-delivery of module 3 (problem-solving and policy solutions).

LOT 1

3.18 An external supplier is required to co-design, co-deliver and manage the programme, linking the modules and learning together into a cohesive whole. The external supplier will work closely with the HR central learning and development team and the Customer experts (and other suppliers if needed) to design the programme, bringing their learning expertise to the table and challenging the Customer staff in order to achieve the best possible learning outcomes. The Customer envisages varying degrees of co-facilitation and co-design for the different modules, as set out at Annex B, though this should be taken only as a rough guide. For example, management sessions will be more supplier led, whereas the Customer will take more of a lead on political awareness/working with ministers.

3.19 The Customer have 5 senior sponsors for each of the modules, who will sign off final designed content and may be involved in the delivery to bring the Customer's context into the learning. Each sponsor will be supported by 2-3 managers/policy experts to help with detailed design phase. It will be important for the content to be of high quality.

3.20 A small team in HR will oversee and manage the contract with the supplier and be the conduit between supplier and with key stakeholders in the Customer committed to designing, developing and delivering the programme. The HR team will also arrange final sign off by senior management on the Customer's Strategy and Capability Board.

LOT 2

3.21 Annex B sets out what the Customer requires of suppliers who bid for module 3. It will be important that such suppliers are comfortable to be managed and led by the supplier awarded Lot 1.

4. SCOPE OF REQUIREMENT

4.1 LOT 1 includes but is not limited to:

- Over-arching programme management including logistics;
- Co-design, delivery, and co-facilitation of modules 1,2 4 and 5;
- Design and delivery of 3 action learning sets;
- Design and facilitation of closing event and guidance for external site visit; and
- Suppliers may bid for module 3 or not, or suggest a sub-contracted supplier to deliver this element.

4.2 Lot 2 includes but is not limited to:

- Co-design and co-delivery of Module 3 (problem-solving and policy solutions).

4.3 Please see **Annex B** which sets out a detailed breakdown of what is required of suppliers, what is excluded and what is optional.

5. THE REQUIREMENT

5.1 Please see **Annex B** for a detailed description of what the Potential Provider is required to provide in order to meet the needs of the Contract.

5.2 In addition to this, the Potential Provider will be required to be available for regular on-site meetings in London, and to have sufficient resources to deliver the programme on time.

6. KEY MILESTONES

6.1 The Potential Provider should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	1 st kick off meeting to scope and plan project, including delivery plan, project milestones and mitigation of risks.	Within week 1 of Contract Award

2	Meeting with key stakeholders for modules 1 -5 to understand requirement and kick of content design.	Within week 1 of Contract Award
3	Sign off of content by senior sponsors	End of November
4	Sign off content with Governance Board (Strategy and Capability Board).	Mid December 2016
5	Final revisions to content	4 December 2016
6	Delivery of programme to 1 st cohorts commences (module 1) Welcome and introduction to management and leadership	w/c 23 January 2017
7	Delivery of module 2: Political awareness and working with ministers (half a day)	By end January/early February
8	Plan further cohorts on programme – (cohorts possibly commencing May 2017)	February
9	Delivery of module 3: Problem framing and policy solutions (2 days)	By end February
10	1 st action learning set (2 hours)	w/c 27 March
11	Delivery of module 4: Essential management skills (2 days)	w/c 10/11 April
12	Delivery of module 5: Advanced stakeholder skills	w/c 8 May
13	2 nd action learning set (2 hours)	w/c 15 May
14	3 rd action learning set (2 hours)	w/c 19 June
15	Closing event	w/c 10 July

7. CUSTOMER'S RESPONSIBILITIES

7.1 The Customer's staff will be heavily involved in the design and delivery of the programme. Delivery timescales will therefore need to have full regard to:

- 7.1.1 other Customer learning and development programme timescales (e.g. Graduate Development Programme);
- 7.1.2 the Customer's business cycles e.g. fiscal events – Autumn Statement (November/December), the Budget (March) and
- 7.1.3 any other major events that will impact on HMT capacity to design or deliver.

8. REPORTING

8.1 The Customer will expect an evaluation on the quality and impact of the programme on individual learning, performance and the business. A short review after the first cohort, with any redesign required should be included in the quoted price. A more thorough evaluation should be completed at the end of year 2.

9. VOLUMES

9.1 As mentioned above, the programme will be delivered 2 to 4 times a year to accommodate 2 to 4 cohorts of c.18 per cohort, totalling c.70 participants each year. It

is likely that initially the Customer will want to run 2 cohorts in parallel in January 2017 and Summer 2017, where it will be important to have regard to key Customer business cycles when scheduling the programme (see 8.1 above).

- 9.2 We expect the contract to run for 2 years, with the option of extending the contract for a further 2 years subject to mutual agreement.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 The Potential Provider should have regard to minimising the environmental impact of running the programme, through for example using digital means of delivery wherever possible to minimise paper use.

12. QUALITY

- 12.1 The Potential Provider should be willing to provide references from other organisations they have provided similar services for. Intended facilitators proposed by the Potential Provider should have appropriate training qualifications, and/or significant experience in delivering training to high performing individuals.

13. PRICE

- 13.1 The Potential Provider should provide prices for all elements of the programme, in particular showing design, programme management and delivery costs separately for each of the modules and rate cards to be used for additional work as required.
- 13.2 Prices are to be submitted via the e-Sourcing Suite by completing Appendix E – Pricing Schedule excluding VAT.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Customer requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Range E Development Programme Contract in order to consistently deliver a quality service to all Parties.
- 14.2 Potential Provider's staff assigned to the Range E Development Programme Contract shall have the relevant qualifications and experience to deliver the Contract.
- 14.3 The Potential Provider shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Customer will measure the quality of the Supplier's delivery through the following KPIs:

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Programme Management and Design	Programme designed within project timescales with risks mitigated	Timescales met, risk mitigated
#2	Quality of content	Content relevant and of high quality, keeping the audience continuously engaged and learning valued.	95% satisfaction from participants
#3	Delivery timescales	Programme delivered to timescales to meet demand with full mandatory attendance on all sessions.	100% attendance by cohort.
#4	Other supplier management	Lead supplier for Lot 1 to ensure design and delivery timescales met.	Timescales met.
#5	Evaluation	Evaluation completed within timescales with actions for continuous improvement planned	Evaluation deadlines met and all agreed actions taken forward.

- 15.2 Supplier performance will be monitored and measured against agreed KPI's at regular meetings between the Customer (the HR team managing the contract) and Supplier (programme/project lead) so that remedies/action for poor Supplier performance can be agreed.
- 15.3 If poor Supplier performance continues following agreed remedies/action then the Customer reserves the right to terminate the Contract early.

16. SECURITY REQUIREMENTS

- 16.1 Trainers will be required to possess or obtain Government security clearance in order to access the Customer building and resources. This will involve providing proof of identify, proof of address checks, and the completion of a short online form.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 17.1 HM Treasury/Crown will own the design and content of the whole Range E development programme.

18. PAYMENT

- 18.1 The Potential Provider should provide a payment schedule with phased payments following major milestones. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

18.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

19. ADDITIONAL INFORMATION

N/A

20. LOCATION

20.1 The location of the Services will be carried out at HM Treasury's London offices, 1 Horse Guards Road, London SW1A 2HQ, or suitable external venue close by.

ANNEX 4 – SUPPLIERS RESPONSE

(As provided within the e-Sourcing event)

Please refer to Emptoris event CCZP16A02

ANNEX 5 – CLARIFICATIONS

PA Consulting Clarification Questions and Response on Appendix C – Terms and Conditions:

	PA Consulting Limited proposal	The Customer's Response	
1	Variation to Services [clause 5]: We wish to clarify that any variation to scope and to charges would be agreed between the parties following change of scope, rather by HM Treasury. Please confirm this is acceptable?	Variation to the Charges is to already be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.	28 September 2016
2	Insurance [clause 11]: We can assure HM Treasury that as a substantial organisation we maintain such insurance as we consider appropriate to manage our contractual risks. However, we are not able to provide copies of our insurance policies or receipts of payments of our premiums as this is confidential information. We can of course provide you with copies of our certificates of insurance which we trust would provide you with confirmation that we hold suitable insurance cover.	Certificates of insurance would be acceptable	28 September 2016
3	Termination [clause 15]: We would wish to amend this so that it only related to changes which were actually being implemented and which would materially affect PA's ability to carry out the contract. To do otherwise would be a serious administrative overhead. Please confirm this is acceptable	Yes this is acceptable for all other changes but not in relation to change of control provision.	28 September 2016
4	Consequences of Termination/expiry [clause 16]: Each party should be permitted to retain copies of the other's confidential information for professional filing purposes, and that a requirement to return/destroy information does not relate to information held on securely held archive servers/back-up tapes.	Acceptable	28 September 2016
5	Audit [clause 29]: We wish to clarify that the audit obligations would not include access to our systems or processes, any other documents or material relating to the profitability or internal profit and loss balance sheets associated with our business, information that is legally	Yes, only information relating to the Agreement will be required for audit purpose	28 September 2016

	privileged or any information to whom we owe a third party duty of confidence.		
6	Confidentiality [clause 32]: The Supplier takes confidentiality obligations very seriously but we also believe it is important to agree confidentiality provisions that are workable. We believe that such obligations should apply for five years and wish to include this timeframe in clause 32.	We don't see the need for this limitation given that the supplier are meant to return or destroy this information on expiry	28 September 2016

General ITT Clarification Questions

Ref	Appendix D Question Number	Clarification Question	Response	Date Issued
1	Re Appendix D, paragraph 3.13	Is the limit of 1,000 words per question or in total?	The word limit is 1000 in total, however if this is proving challenging along with 2 limit pages per attachment (see answer to question 2 below) then we are willing to accept 1000 word limit per questionnaire in Appendix D i.e. 1000 words for questionnaire 4 (supplier experience), questionnaire 5 (quality) and questionnaire 6 (service delivery).	28 September 2016
2	3.13	Is the limit of 2 pages for attachments the limit for all attachments combined, or is there a 2 page limit per attachment?	The limit of 2 pages is per attachment.	28 September 2016
3	3.13	Why are there 255 character limitation per sub question in the Excel template cells when point 3.13 states the maximum word count is 1000?	The limit of 255 characters is for any introduction albeit very brief which you might want to give for the attachment, i.e. type of the attachment	28 September 2016

4	4.1 & 4.2	Are the 2 pages limit for the attachment per main question i.e. Q4 or for each sub question Qs 4.1, 4.2 (2 pages each sub question)	We are not limiting the number of attachments, as long as they are relevant and add value to the bid. The Treasury's approach on writing is to keep it short, clear and straightforward.	28 September 2016
5		Although the stated formats for attachments are MS Word, Excel and PDF – would you accept PowerPoint attachments?	Yes.	28 September 2016
6		Please confirm whether the reference details are included in the word count please 4.1	Yes.	28 September 2016

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

N/A

ANNEX 7 – CHANGE CONTROL PROCEDURE FORMS

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- General – v. 4**

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Change Control Process map: Management Process

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN Raised by relevant party:

STAGE 1 - CUSTOMER

Summary of proposals/ requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.
The Terms and Conditions of the Contract apply but with the following amendments:
Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]

Change authorised to proceed to Stage 2
(Customer organisation representative)

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Signature

--

Print Name & Position

--

Date

Change authorised to proceed to Stage 2
(CCS representative):

--

Signature

--

Print Name & Position

--

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
TOTAL		

ABORTIVE COSTS:

[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**)
:

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
**(Customer
Representative**

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
**(Customer
representative)**

Print Name &
Position

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5**

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Management Process

Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN Raised by relevant party:

STAGE 1 - CLIENT

Summary of proposals/ requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

Proposed payment:

In line with the Terms and Conditions of Contract

Required delivery date, with rationale:	<i>[Contract current expiry date]</i>
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Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date

STAGE 2 – SUPPLIER

Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>
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ABORTIVE COSTS :	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]</i>
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NB: Any abortive costs to be discussed with the client before being incurred

Anticipated period from CCN being authorised by client to start of related provision	
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[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation

Signed (Supplier Representative):	
Print Name & Position:	
Date:	

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
**(Customer
Representative)**

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been completed/ provision required under the CCN commenced:

Date Signed by Customer:

Signed (Customer representative):

Print Name & Position