

S2 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Contract is dated [] 2022.

Parties

- (1) **The Department for Business, Energy & Industrial Strategy (BEIS), 1 Victoria Street, London SW1H 0ET (The Contracting Authority).**
- (2) **[Enter Supplier Name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] [a business with its trading address at [ADDRESS]] **(the Supplier).**

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and

procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Contracting Authority: The Department for Business, Energy & Industrial Strategy (BEIS), as specified at Section A (1) and any replacement or successor organisation.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Delivery Date (Services): the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

GDPR: The General Data Protection Regulations as amended from time to time.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: 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, unfair competition rights, rights in designs, rights in computer software, database right, topography 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Contracting Authority's order for the Services and Supplies, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at **Error! Reference source not found.** For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at **Error! Reference source not found.**, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.

Services: The Services, including without limitation any Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

Supplies: any such thing that the Supplier is required to Deliver, that is not Services or Deliverables

TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of contract

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate

and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.

- A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4 The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.
- A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

- A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;
 - A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
 - A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

- A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, **Error! Reference source not found.**, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:
- A3-5-1 cease all work on the Contract;
- A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or

control; and

A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.

A3-6 Termination

The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:

A3-6-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

A3-6-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;

A3-6-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

A3-6-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or

A3-6-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.

A3-6-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.

A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

SECTION B

B1 Supply of Services

- B1-1 The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3 In providing the Services, the Supplier shall:
- B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-2 perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;
 - B1-3-3 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 Contract;
 - B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - B1-3-6 use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
 - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
 - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in

the Deliverables has become apparent.

- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:

B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

- B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

- B2-2 Not Used

- B2-3 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.

- B2-4 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

- B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

- B4-1 The Charges for the Services shall be set out in the Order 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 Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
- B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;
- B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
- B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
- B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3
- B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**).

Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

B4-10 **Payment to Other Parties**

The Supplier shall ensure, pursuant to obligations imposed on the Contracting Authority under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontractor, requirements that:

- B4-10-1 any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- B4-10-2 any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
; and
- B4-10-3 any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Contracting Authority is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Supplier to its subcontractors or supply chain.

B5 Contracting Authority Property

- B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the

Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

- B6-1 In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B6-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

B7 Indemnity

- B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:
- B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
- B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause

B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

B8 Insurance

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional indemnity insurance for not less than £1.5 million per claim;

B8-1-2 public liability insurance for not less than £1.5 million per claim (unlimited claims); and

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims).

B8-1-4 The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B8-4-2 Notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B8-1.

B8-6 If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B9 Liability

B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting

Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.

B9-3 Subject to clause B9-5, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B9-3-1 any indirect or consequential loss or damage;

B9-3-2 any loss of business, rent, profit or anticipated savings;

B9-3-3 any damage to goodwill or reputation;

B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.

B9-4 Subject to clause B9-5, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.

B9-5 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:

B9-5-1 death or personal injury resulting from its negligence; or

B9-5-2 its fraud (including fraudulent misrepresentation); or

B9-5-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

B9-5-4 Nothing in this contract restricts Supplier liability in regard to breaches of Intellectual Property or GDPR.

SECTION C

C1 Confidential Information

C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such

disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

C2 Transparency

- C2-1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.

- C2-2 The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

C2-2-1 contravene a binding confidentiality undertaking that protects information which the Contracting Authority at the time when it considers disclosure, reasonably considers to be confidential to Supplier;

C2-2-2 be contrary to regulation 21 of the Public Contracts Regulations 2015; or

C2-2-3 if the reasonable opinion of the Contracting Authority is prevented by virtue of one or more of the exemptions in the Freedom of Information Act (FOIA) or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in C2-2-1, C2-2-2, C2-2-3 apply the Supplier consents to the Contract or sourcing documents being redacted by the Contracting Authority to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

C3 Force Majeure

- C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Supplies.

C5 Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

The Contracting Authority may require further assurances during the Contract through a series of questions as to the Supplier GDPR compliance.

Notwithstanding any other remedies available to the Contracting Authority, the Supplier shall fully indemnify the Contracting Authority as a result of any such breach of the General Data Protection Regulations (GDPR), by the Supplier or any other party used by the Supplier in its performance of the Contract, that results in the Contracting Authority suffering fines, loss or damages.

For the avoidance of doubt this clause shall require the Supplier to ensure that this Contract from its Start Date shall be performed in such a way so as to be compliant with any existing Data Protection Act and will meet the requirements of the GDPR.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance
Questionnaire May1

C6 Freedom of Information

- C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.
- C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

- C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

- C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and

understandings relating to that subject matter.

C7-2 Liability

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-3-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: The Department for Business, Energy & Industrial Strategy (BEIS), 1 Victoria Street, London SW1H 0ET Email: **professionalservices@uksbs.co.uk** (and a copy of such notice or communication shall be sent to: **Category Manager, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: **professionalservices@uksbs.co.uk** and the Head of Procurement Service Delivery, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF);

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises [NAME] of [ADDRESS] (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [NAME] (or any such substitute) shall be deemed to be service on the Supplier.

C7-7 Severance

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision

shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- C7-9 **No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.
- C7-10 **Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.
- C7-11 **Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.
- C7-12 **Governing Law and Jurisdiction.**
- C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.
- C7-13 **Modern Slavery Act 2015**
- C7-13-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
- C7-13-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
- C7-13-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- C7-13-4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- C7-13-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- C7-13-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery

Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

C7-13-7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

C7-13-8 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

C7-13-9 shall not use, or allow its Subcontractors to use, child or slave labour;

C7-13-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

C7-13-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-12 The Supplier shall provide a slavery and trafficking report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-12-a Impact assessments undertaken

C7-13-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-12-c Evidence of stakeholder engagement

C7-13-12-d Evidence of ongoing awareness training

C7-13-12-e Business-level grievance mechanisms in place to address modern slavery

C7-13-12-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-13 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all slavery and trafficking reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery act.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern

slavery Act.

The Supplier shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall always comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

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

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to

Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-16 Cyber Essentials Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.



Copy os Statement
of Assurance Questio

Schedule 1 Special Conditions

N/A

Schedule 2 Pro forma Invoice

Purchase Order #0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE.
INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

Tel:

For all purchase order queries, please contact

Fax:

P2PAdmin@uksbs.co.uk

For all Invoicing queries, please contact finance@uksbs.co.uk

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Grand Total

Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/services/procure/Documents/SSCPOterms.pdf>

Commercial In Confidence



VAT Registration Number GB 618 367 325

(Contracting Authority) , Polaris House, North Star Avenue
Swindon, United Kingdom SN2 1EU

Schedule 3 The Service

D1 SCOPE OF SERVICES TO BE PROVIDED

D1-1 To carry out PS22052 – BEIS Monitoring and Evaluation Call-Off Contract, as outlined in Schedule 4 – Specification and Schedule 5 – Bid Response.

D2 COMMENCEMENT AND DURATION

D2-1 This Contract shall commence on Friday, 13th May 2022 and subject to any provisions for earlier termination contained in the Standard Terms shall end no later than Friday, 30th May 2025.

D3 MANAGEMENT AND COMMUNICATIONS

D3-1 The Customer appoints: Name TBC, The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET; Email: TBC, (or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

D3-2 The Supplier appoints: Supplier TBC, Supplier Address TBC; Email: TBC, (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.

D3-3 UK Shared Business Services appoints Christian Hill, Category Manager, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL; Email: ProfessionalServices@uksbs.co.uk.

D4 – Contract Price

D4-1 Total Contract price shall not exceed £TBC excluding VAT in accordance with the Contract price and breakdown submitted for this contract detailed below:

D5-1 The Contracting Authority does not commit a minimum amount of spend under this contract.

Supplier Price Schedule TBC

Schedule 4 Specification

Executive Summary

BEIS places significance importance on having high quality monitoring and evaluation (M&E) activity across the Department. BEIS has created a M&E hub to oversee and support M&E across BEIS alongside a number of M&E experts/teams that are embedded alongside policy teams. [BEIS's M&E Framework](#) outlines BEIS' vision for comprehensive, proportionate, good quality monitoring and evaluation across the department and its partner organisations. The aims of this contract contribute to the delivery of that vision.

1. Background

To support the work of the M&E hub, it is necessary for teams across BEIS to have access to specialist M&E expertise at various points in the project lifecycle. This detailed support is beyond the resources of the M&E Hub itself.

The M&E Hub have identified that the best solution for this is for the M&E hub to commission, and own, a call-off contract which BEIS teams can access. This would allow BEIS teams to efficiently commission expert support without needing to go through an external commissioning process, while also ensuring that they are supported in this area by working with a contractor who has expertise in delivering these tasks. This contract is not intended to replace the stand-alone commissioning of contracts to deliver policy evaluations.

The areas that BEIS teams are anticipated to need support for through this call-off contract are:

- ***Policy formation process*** – support to build effective M&E plans for future policies, potentially including evidence reviews to build the evidence base, baseline data collection, scoping of available data collection or analysis methods (including digital/automated 'real-time' monitoring of policy delivery), and user-testing of policy proposals.
- ***Prior to evaluation commissioning*** – support to setup and operationalise an M&E plan, including piloting proposed data collection and analysis methods prior to full evaluation tendering.
- ***During evaluation delivery*** – support to fill data collection or analysis gaps identified in existing M&E activity where it cannot be delivered by existing workstreams, or to deliver ad-hoc M&E activities with a view to wrapping these up into a fuller review at a later date.
- ***After scheme close*** – support to review evidence where not already done so, particularly important for Post-Implementation Reviews, but also for wider strategic insight. This might include literature reviews, secondary analysis or meta-analysis.
- ***Ad-hoc*** – support to conduct standalone methodological reviews or development that may fall outside of the normal policy cycle.

The commissioning of this contract will support the M&E hub's wider work to transform the end-to-end governance process for M&E in BEIS. New processes will ensure that the M&E plans and activity of all significant new projects are assessed and tracked over the policy lifetime. Therefore, in addition to individual teams seeking out the services of this call-off

contract, the M&E hub will play a key role in sign-posting teams to the contract where they have been identified as in-need of support.

It is expected that the typical project under this contract will be approximately £50,000 and last 4-6 months. This would result in the designated maximum spend of £750,000 under this contract supporting approximately 15 projects over three years.

The nature of the call-off contract means that BEIS cannot commit to a minimum spend under the contract and is not committed to any spend. A maximum spend under the contract has been set at £750,000 over three years – in practice the spend under this contract may be significantly lower and will be subject to emerging needs/demand over the next three years. There is no committed or planned pipeline of work at this stage.

2. Aims and Objectives of the Project

The overarching aim of this contract is to enable the delivery of robust and timely monitoring and evaluation (M&E) across BEIS.

This includes delivering a range of M&E activities with teams spanning the breadth of BEIS's policy areas. BEIS are seeking to contract an organisation or consortium (which are strongly encouraged to ensure all areas of expertise are met) who can provide expert input on the methodological and practical sides of M&E as it applies to BEIS (including expertise in real-time monitoring).

Each local team is expected to commission and project manage each project delivered under this contract, therefore the exact aims of each project cannot be determined at this point. However, it is expected that the scope of work under this contract would include projects such as:

- **M&E scoping and design studies for new policies.** The aim of these projects is to ensure the policy team have a robust M&E plan in place, a requirement of BEIS's approval process. Expectations align with BEIS's monitoring and evaluation framework and the Magenta book guidance. As well as supporting overarching M&E planning for a policy, it is also expected that this contract will help BEIS robustly consider novel methodological solutions (including counterfactual development) to demonstrating impact in complex policy environments.
- **Baseline data collection, piloting and trialling.** The aim of these projects is to carry out preparatory work to ensure upcoming M&E projects are robust and deliverable. This ensures BEIS is commissioning appropriate and deliverable M&E activities. This reduces the risk of significant methodological issues emerging after evaluation projects have begun.
- **Ad-hoc evidence collection, analysis or reviews.** The aim of these projects is to fill evidence gaps within existing M&E projects, ensuring teams can deliver robust evidence regarding the delivery of their policy.
- **Evidence reviews.** The aim of these projects is to support BEIS teams to make the best use of existing evidence, ensuring lessons are learnt from previous BEIS projects and external evidence. An additional aim is to support the delivery of post-implementation reviews within BEIS.

- **Feasibility studies and testing of new monitoring and evaluation methods.** The aim of these projects is to support BEIS to develop innovative and robust approaches to assess the delivery and impact of its increasingly complex portfolio of policy areas. These approaches may include innovative evaluation methods or interactive delivery monitoring systems.

The use of this call-off contract is targeted at those policy areas where there is limited time, resource or expertise to commission or deliver robust M&E activities. Therefore, BEIS will continue to commission standalone research, monitoring and evaluation projects outside of this call-off contract. In particular, this call-off contract is not intended to be used for large scale policy evaluations or research projects. Individual competitive tenders are still BEIS's preferred route to procurement of these large projects. The intention is that this call-off contract supports and complements those other projects. The M&E Hub will manage the contract and act as gatekeepers for potential users. In deciding which projects will be delivered under this contract key factors will be:

- The project should be clearly monitoring and evaluation focused – stand-alone research is not expected to be in scope of this contract
- Alternative commissioning routes should be clearly excluded as not feasible or appropriate (e.g. due to urgency or limited internal capability). The primary example is that this call-off contract is not intended to be used for large scale policy evaluations. Competitive tender is still BEIS's preferred route to procurement of these large projects.
- The resources available under this contract will be prioritised for BEIS's highest priority policy and delivery areas

3. Suggested Methodology

Given the overlapping nature of the types of projects that have been listed in this specification, to be clear, the types of skills and methodologies likely to be needed include, but are not limited to:

- Primary data collection, quantitative and qualitative – households, businesses, third sector organisations, government and local government – *for the purposes of evaluation (contract should not be used for standard research)*.
- Secondary data analysis / meta-analysis
- Literature reviews – including rapid evidence reviews
- Quantitative and qualitative data analysis
- Policy evaluations – both delivery and scoping exercises
- Impact evaluation – counterfactual and theory based
- Economic evaluation / value for money
- Theory of change / logic model / systems map development
- Innovative metrics reporting and dissemination of evidence
- Data management and visualisation, including automation of policy data collection, aggregation, processing and production of interactive reports

Bidders should demonstrate their skills and expertise as it relates to each of the methods listed above, but we also welcome additional options which would add value to the delivery of the overall aims of this call-off contract.

Bidders should also set out their skills and expertise as it relates to the policy areas and audience of interest falling into BEIS's portfolio. This contract is expected to support across all of BEIS, so the following policy areas and audiences could be included:

Policy Areas

- Business support and growth
- Energy infrastructure, development and security
- Net Zero buildings, industry and international
- Science, Innovation and Growth
- Business frameworks, labour markets and consumer & competition policy
- Trade and Investment
- Covid-19 Vaccines Taskforce and business support

Audiences

- Consumers – both individuals and households
- Businesses – small, medium and large, across all sectors of the economy
- Public and third sector organisations

In setting out skills and expertise, bidders should state how they will resource individual projects under the contract. For example, will a specific team be assigned to the contract or will resources be drawn from across the organisation?

BEIS would welcome bids from consortia or from organisations with a reliable network of sub-contractors. This would be especially valuable where novel or complex methods are concerned, or in order to provide expertise covering the range of BEIS's policy areas. It may also add value to provide expertise in automation and (close to) real-time reporting of policy delivery data given this is an area of increasing importance to monitoring in the department.

To illustrate how these methods would be used to deliver the aims set out above, illustrative projects are set out below. These do not represent an exhaustive list of projects.

- **M&E scoping and design for new policies.** These projects are likely to be conducted at the business case stage for a new policy and would likely include working closely with the BEIS team to understand the context, aims and data available within each policy. Outputs likely include a fully drafted M&E plan. Due to the nature of BEIS policy making process, it is likely that this work would need to be conducted to meet fixed timelines. Example activities could include:
 - Rapid evidence reviews to build an evidence base, scoping of available data collection or analysis methods, theory of change development, developing methods timelines and budgets for different options of carrying out a full M&E project, collection of baseline data and user-testing of policy proposals.
- **Baseline data collection, piloting and trialling.** Where an M&E plan is in place, teams may need support to prepare for the commissioning of a future M&E project. This may be the case where there is a need to conduct baselining activity to support a later project, or where there are uncertainties in the M&E plan that require testing or trialling before a longer term project is commenced.
- **Ad-hoc evidence collection, analysis or reviews.** These projects are likely to occur where existing M&E projects do not have the resources or expertise to deliver a newly identified evidence need. These projects would likely deliver a stand-alone

output which would need to account for any existing M&E activities underway. This could include primary data collection, secondary data analysis or synthesis of evidence, or testing of new analytical methods.

- **Evidence reviews.** These projects are likely to contribute to a review of evidence where a dedicated evaluation is not available, or sufficient. This could include contribution to a post-implementation review of a policy, or could be delivered alongside a wider strategic review in a policy area. Methods used here may include rapid-evidence reviews, literature reviews, secondary data analysis, or meta-analysis.
- **Feasibility studies and testing of new monitoring and evaluation methods.** BEIS's policy work is becoming increasingly diverse and complex, expertise may be required to conduct methodological reviews across a portfolio of projects or on delivery of BEIS's priority objectives. These projects would likely include consideration of both theory based and counterfactual evaluation methods, as well as the implementation of automated and 'real-time' monitoring within project delivery. This aspect of the work may fall under an M&E planning as well as a standalone methodological project.

BEIS recognise the uncertainty that this type of contract will bring and commit to working with the appointed contractor to manage the demand for projects in an attempt to avoid unrealistic demands on the contractor's resources.

As part of your submission, we request that bidders outline their expected management of the contract, including processes to be followed by the contractor's organisation upon the submission of a commission by BEIS. Bidders should also demonstrate how they are able to support the number and diversity of projects expected under this call-off contract. This should include:

- How your organisation will manage new requests and overall management of this contract
- The extent to which your organisation can offer a flexible and quick turnaround response to requests under this contract
- The extent to which your organisation can respond to multiple projects being requested at the same time.

As part of the assessment, BEIS would like each bidder to outline how you would approach three hypothetical projects. These responses will be used to score the 'approach' and 'price' elements of the bid. For each project, we require a summary (no more than three pages each) addressing each of the points below:

- How you would approach the issue – the key questions and considerations;
- The key methods which would be used and why;
- The outputs/materials you would produce;
- A total budget, broken down by staff costs (days and seniority), plus any additional costs incurred (price schedule only not in the quality submission).
- Days and Seniority breakdown without cost in the quality submission.

Please note – bidders are not expected to fully answer the questions set out below. Bidders only need to outline their proposed approach for how they would go about answering each question.

EXAMPLE PROJECTS

All projects listed below are fictitious and indicative of the work required under this contract, it is not anticipated that they are carried out under this contract.

1. Production of an M&E plan

The project

BEIS is leading the modernisation of the energy market by requiring that all households in England be offered a smart electricity meter. As of February 2022, all energy companies with more than 250,000 customers will be required to offer, and then install, new smart meters for their customers.

BEIS are responsible for setting the targets, guidelines and standards, but the energy companies are responsible for delivering the installations they are responsible for. Energy companies are also responsible for funding the installations.

BEIS are keen to explore consumer experience, value for money and the impacts of the smart meters, including reduced household energy consumption and increased efficiency in managing energy provision. The only smart meter evidence currently available comes from a small number of pilot studies, however, there have been several evaluations of BEIS led energy engagement and energy upgrade programmes. **It would be beneficial to provide key metrics regarding the delivery and impact of the programme in as close to real-time as possible.**

The evidence need

BEIS require a full M&E plan to be drafted for submission alongside an internal business case. An M&E plan, proportionate to the priority of the policy, should include:

- a clear statement of how evidence will be used, including new and existing evidence,
- monitoring and evaluation questions,
- proposed data sources and data management considerations,
- outline of evaluation approach and methodology,
- estimated budget and timeline for delivery,
- statement of any uncertainties in the methodology, including how they will be resolved.

Timeline

The M&E plan is required for submission alongside the business case in 12 weeks.

2. Delivery of rapid evidence collection

The project

BEIS are responsible for an established piece of legislation that sets the safety standards for a type of household appliance. BEIS are considering changes to the standards that would better reflect the UK's household appliance usage and the domestic manufacturing industry. The changes would amend regulations for manufacturers and change the information that is provided at the point of sale.

The evidence need

The policy team require evidence from businesses and consumers to understand the likely impact of the proposed changes to the regulations. They want to know what impact they will have, what costs will be incurred and any barriers to implementation. The types of businesses and consumers likely to be affected are known, but BEIS are not able to provide contact details. Previous experience suggests that businesses working in this sector are difficult to engage. All costs for recruiting and collecting evidence from businesses should be included in this proposal.

The timeline

The policy team require evidence within 16 weeks.

3. Methodological scoping for innovative economic impacts

The project

BEIS are responsible for delivering policies and programmes that support the Government's levelling up agenda. We are keen to strengthen our monitoring and evaluating of spatial and economic impacts.

Effective evaluations in this area would include improving access to data to provide the highly localised area estimates that are required to show levelling up impacts, as well as improving harmonised UK-wide data collection of granular data as part of a programmes. However, these are out of the control of BEIS.

Aside from the data, there are challenges in identifying a suitable counterfactual for evaluation and establishing causality particularly when exploring job and productivity impacts. Macro level economic modelling helps to anticipate job impacts, covering indirect supply chain effects and multipliers, however, it is harder to evaluate actual job or productivity impacts from policies/programmes.

The evidence need

BEIS require the contractor to propose suitable economic analysis techniques, and impact evaluation methods, which could be applied to measure levelling up impacts on jobs and productivity in local areas where economic disparities are greatest. This should include a review of existing evidence and methodological approaches as well as consideration of suitability of available methods for different types of projects.

The timeline

An evidence review and methodological plan is required in 20 weeks.

Price

The scoring of the Price criteria will draw on two elements:

1. Suppliers are asked to provide daily rates for senior, middle and junior ranked staff levels. The price evaluation will be conducted based solely on the daily cost rates provided by potential suppliers, using a weighted average cost price.
2. Suppliers are also asked to provide a budget for each of the example projects described above. Scoring of this element allows BEIS to account for the expected resources each supplier expects to be required for each project, including both staff resource and additional costs. The overall costs set out in the example projects are not binding however the day rates provided are binding.

The scoring methodology is as follows:

- Price represents 20% of the overall score.
- 10% of the overall score is derived from the day rates provided.
 - o An average day rates will be weighting according to the level of input that may be expected on individual projects.
 - Director – 5% weighting
 - Senior Research Manager 15% weighting
 - Research Manager – 30% weighting
 - Research Officer – 35% weighing
 - Research Assistant – 15% weighting
 - o Average day rates will then be scored proportional to the highest score.
For example:
Average day rate calculation

		A		B		C	
	%	Day rate	weighted score	Day rate	weighted score	Day rate	weighted score
Director	5	£1,500	£75	£1,250	£62.50	£2,000	£100
SRM	15	£1,000	£150	£900	£135	£1,500	£225
RM	30	£850	£255	£750	£225	£900	£270
RO	35	£650	£227.50	£550	£192.50	£750	£262.50
RA	15	£550	£82.50	£450	£67.50	£600	£90
		Weighted average day rate	£790	Weighted average day rate	£682.50	Weighted average day rate	£947.50

Bidder	Average day rate	Calculation	Score
A	790	$682.50/790=0.864$	8.64
B	683	$682.50/682.50=1$	10.00
C	948	$682.50/947.50=0.720$	7.20

- 10% of the overall score is derived from the example project budgets.
 - o The total budget across the three projects will be scored proportional to highest score.
 - o The lowest score will receive 10 points. Each score is divided by the lowest score to produce their proportional score.
For example:

Bidder	Total budget	Calculation	Score
A	£10,000	$£10,000 / £10,000 = 1$	10.00
B	£15,000	$£10,000 / £15,000 = 0.70$	7.00
C	£11,000	$£10,000 / £11,000 = 0.90$	9.00

- As the final step, the day rate scores and example project budget scores are added together to give a final price score out of 20.
For example:

Bidder	Day rate score	Example project budget score	Final price score (out of 20)
A	8.64	10.00	18.64
B	10.00	7.00	17.00
C	7.20	9.00	16.20

Quality assurance

Suppliers are asked to provide details of their quality assurance processes at each stage during a project. Suppliers may wish to highlight the quality assurance processes they would undertake within a project as part of their response to one (or more) of the three hypothetical projects above.

Contract review

BEIS are keen to keep the management and delivery of work under this contract under review, in order to ensure it continues to meet BEIS's aims and offer value for money. The appointed contractor will be advised to include a very small amount of budget within each delivered project to collate lessons learnt and recommendations for improved delivery. These will be reviewed by BEIS. BEIS will also keep a log of the work done in order to monitor the impact of the contract.

Risks and Challenges

Bidders should set out any risks and challenges they foresee regarding the delivery of this contract, including approaches for managing these. Risks and challenges which BEIS already foresee include:

- Ability of appointed contractor to provide flexibility and rapid response required by BEIS. Bidders are expected to explain how this will be managed in their bids.
- Working with existing evaluation contracts and contractors – some aspects of the contract may require working alongside or with contractors already delivering evaluation contracts. Bidders should set out their approach for managing these relationships.
- GDPR compliance. Where BEIS are commissioning a project which involves processing of personal data, BEIS would usually require bidders to complete a GDPR compliance annex as part of their bid. Given the uncertainty over the details of projects to be delivered under this contract, this is not possible. To manage this, where a specific project requires processing of personal data, BEIS will require a GDPR annex to be completed (please see Annex A (GDPR) template) and a contract variation implemented to add the necessary processes and policies to this contract. In order to support this process, all bidders should include in their bid a summary of the processes and procedures they would typically apply when processing personal and sensitive category data.

4. Deliverables

Commissioning of individual projects

Within BEIS, there will be a common process which all projects will undergo to act as quality assurance before requests to provide a proposal for work are submitted to the contractor. This will be a two-part process:

- 1) The local team submits a draft project specification to the central M&E Hub team (BEIS

would seek input from the appointed contractor on the key information to be included in specifications). A member of the M&E team will review and clarify uncertainties within the specification.

2) Where a high number of project requests are received, and this threatens the overall budget or the capacity of the appointed contractor, the application is then sent to a review-committee of analysts who will review project specifications against BEIS's priorities before progressing the project to the contractor proposal stage.

Once approved by the M&E team / review-committee the specification is submitted to the contractor. The contractor will be required to respond with a proposal within 5 working days with:

- a suggested workplan, including proposed delivery team, methodology and timeline
- suggested outputs
- resources required for delivery and a budget
- a summary of any risks identified and how they will be mitigated against

Following discussion with the local team, BEIS will confirm the project with a project initiation document and purchase order number. Once confirmed, the specification and proposal will form a fixed price project within the overriding contract. It is expected that work should be able to commence within 5 working days of confirmation. Individual projects would typically be managed by the local BEIS team, not the M&E Hub.

Project specific outputs

The outputs produced through individual projects will vary on a project by project basis. The typical outputs are listed below. The budget proposal issued by the appointed contractor for each project should include the preparation and delivery of all requested outputs.

Written reports and slides

Written reports and PowerPoint slides are expected to be the primary outputs under the projects. These should be of a quality that can be circulated within BEIS from the first draft, BEIS expect to make two rounds of comments to finalise these outputs.

Presentations

Where appropriate, presentation of findings to BEIS colleagues will add value. All presentations should include slides which can be shared within BEIS.

Publication and transparency

Some of the outputs produced via this contract may be published on gov.uk; therefore the supplier should be prepared to produce publication standard work. Whether project outputs will be published will be decided on a project by project basis.

Transparency of scoping projects will be especially important so that participants in subsequent procurement exercises are not disadvantaged by the appointed contractor's additional insight into the scoping stage.

Data outputs

BEIS may wish to request the underlying data for research outputs, particularly bibliographies from literature reviews and data from quantitative research (e.g. raw data, data tables and crosstabs for surveys).

Quality assurance

Evidence of quality assurance, usually QA logs, should be provided with all outputs.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Schedule 5 – Supplier Proposal

TBC

For and on behalf of
(The Supplier)

Signed

Name

Position

Date

For and on behalf of
(The Contracting Authority)

Signed

Name

Position

Date

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS