

**CONTRACT FOR THE PROVISION OF PROGRAMME DELIVERY
PARTNER SERVICES FOR THE INDUSTRIAL ENERGY EFFICIENCY
ACCELERATOR TO THE DEPARTMENT FOR BUSINESS, ENERGY AND
INDUSTRIAL STRATEGY**

Purchase Order Number:

DUNS Number: *[This information has been redacted]*

This Contract is dated 19.07.2021 and is made between:-

1. **The Secretary of State for Business, Energy and Industrial Strategy** [“the Authority”] of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **Carbon Trust Advisory Limited** (the “Contractor”) whose registered office is at 4th floor, Dorset House, 27-45 Stamford Street, London, SE1 9NT.

INTRODUCTION

- (A) On the 8th March 2021 the Authority issued an invitation to tender for the provision of the **Delivery Partner services for the Industrial Energy Efficiency Accelerator**, this is detailed in the specification, a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 26th April 2021 and entitled “**Industrial Energy Efficiency Accelerator (IEEA): Programme Delivery**”, explaining how it would provide the services, a copy of which is set out in Schedule 2 (the “Proposal”).
- (C) The Specification and the Proposal were supplemented by the correspondence copies of which are set out in Schedule 4 (the “Correspondence”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sum of up to £1,697,510.00 (exclusive of Value Added Tax), dependent on volume of projects, as set out in the table 1 and table 2 below, (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Supplies/Services (the “Standard Terms” (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

Industrial Energy Efficiency Accelerator: Programme Delivery Partner
Invitation to Tender

Work Packages	Number of grant projects	Price per project	Total maximum price per WP
WP1: Design competition and engage with industry	N/A	N/A	<i>[This information has been redacted]</i>
WP2: Launch competition and select projects	N/A	N/A	<i>[This information has been redacted]</i>
WP3: Project kick off, management, monitoring and reporting	Low: 0 – 9	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
	Mid: 10 – 19	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
	High: 20 – 30	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
WP4: Incubation support	Low: 0 – 9	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
	Mid: 10 – 19	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
	High: 20 – 30	<i>[This information has been redacted]</i>	<i>[This information has been redacted]</i>
WP5: Dissemination	N/A	N/A	<i>[This information has been redacted]</i>

Table 1: Maximum price per work package

Maximum for Low case (9 projects)	<i>[This information has been redacted]</i>
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	<i>redacted]</i>
Maximum for Mid case (19 projects)	<i>[This information has been redacted]</i>
Maximum for High case (30 projects)	<i>[This information has been redacted]</i>

Table 2: Total maximum possible contract price for each scenario

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 9th July 2021 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31st March 2025.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms shall form part of this Contract.
- 3.4 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.
- 3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:
- a) these clauses
 - b) the Standard Terms
 - c) the Specification
 - d) and finally, the Proposal

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by Christopher Windle (the “Contract Manager”) who is an officer in the Authority’s Science and Innovation for Climate and Energy Directorate, 1 Victoria Street, London SW1H 0ET, or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints *[This information has been redacted]*, 4th floor, Dorset House, 27-45 Stamford Street, London, SE1 9NT, to be the Contractor’s first point of contact for this Contract. All queries to the Contractor from the Authority’s Contract Manager shall initially be addressed to the Contractor’s first point of contact.
- 5.4 The Contractor’s first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor’s performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with (as referred to in Condition 11 of the Standard Terms & Conditions).

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract within the Official Journal of the European Union and through the Governments Transparency website, Contracts Finder.

The Authority’s decision not to publish full details of the contract does not however preclude it publishing such information in the future (subject to applicable redactions) and the Authority may be required to disclose such information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 (EIR) or other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties’ duly authorised representatives:-

For the Secretary of State for Business, Energy and Industrial Strategy

Signature: *[This information has been redacted]*

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Print Name: *[This information has been redacted]*

Job Title: *[This information has been redacted]*

Date: 20.07.2021

For the Contractor

Signature *[This information has been redacted]*

Print Name: *[This information has been redacted]*

Job Title: *[This information has been redacted]*

Date: 19.07.2021

The following Schedules and Annex form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	Authority's Standard Terms & Conditions of Contract
Schedule 4	The Correspondence
Annex 2	MI Reporting Template

**Invitation to tender for Industrial Energy Efficiency
Accelerator: Programme Delivery Partner**

Tender Reference Number: 4902/03/2021

Deadline for Tender Responses: 2pm BST 26th April
2021

Industrial Energy Efficiency Accelerator: Programme Delivery Partner
Invitation to Tender

Department for Business, Energy & Industrial Strategy

Date: 8th March 2021

The Department for Business, Energy & Industrial Strategy (“BEIS”) wishes to commission a project for the Industrial Energy Efficiency Accelerator: Delivery Partner.

Enclosed are the following sections:

- Section 1 (page 5) Instructions and Information on Tendering Procedures
- Section 2 (page 10) Specification of Requirements
- Section 3 (page 29) Further Information on Tender Procedure
- Section 4 (page 32) Declarations to be submitted by the Tenderer;
 - Acceptance of the terms and conditions
 - Cyber Security
 - Statement of Non-Collusion
 - Form of Tender
 - Conflict of Interest
 - Standard Selection Questionnaire
 - The General Data Protection Regulation Assurance Questionnaire for Contractors
- Annex A: Pricing schedule/Finance Form
- Annex B: Processing, Personal Data and Data Subjects
- Annex C: Exclusion Grounds
- Annex D: Slides from Stakeholder Engagement Event
- Annex E: Questions and Answers from Stakeholder Engagement Event
- Annex F: Materials from the previous round of the IEEA including lessons learned, the competition guidance and the application form

Please register your interest in submitting a tender for this project by emailing industry.innovation@beis.gov.uk by Monday 15th March 2021, using the e-mail subject “NZIP IEEA – Programme Delivery”. Registration is not compulsory, but will help BEIS to plan resource for the assessment process. To apply for this tender please also register on the following website www.delta-esourcing.com. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 2pm BST 26th April 2021.

We look forward to receiving your response.

Industrial Energy Efficiency Accelerator: Programme Delivery Partner
Invitation to Tender

Yours sincerely,

Industry Innovation, BEIS

Email: industry.innovation@beis.gov.uk

Privacy Notice

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

We will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid; Names and contact details of employees proposed to be involved in delivery of the contract;

Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

We are processing your personal data for the purposes of the tender exercise described within the remainder of this Invitation to Tender, or in the event of legal challenge to such tender exercise.

The personal data collected in the procurement exercise may be used to evaluate the procurement exercise and obtain feedback from tenderers.

Legal basis of processing

The legal basis for processing your personal data is that the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All tenders will be retained for a period of 6 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

YOUR RIGHTS

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You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
0303 123 1113
casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is the Department for Business, Energy and Industrial Strategy (BEIS).

You can contact the BEIS Data Protection Officer at: BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 1

Instructions and Information on Tendering Procedures

Invitation to Tender for the Industrial Energy Efficiency Accelerator: Programme
Delivery Partner

Tender Reference Number: 4902/03/2021

Deadline for Tender Responses: 2pm BST 26th April 2021

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Invitation to Tender

A. Indicative Timetable

The anticipated timetable for this tender exercise is as follows. THE DEPARTMENT reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

Tender Timeline	Date
Advert and full invitation to tender issued	8 th March 2021
Deadline for questions relating to the tender	5pm GMT 15 th March 2021
Responses to questions published	22 nd March 2021
Deadline for receipt of tender	2pm BST 26 th April 2021
Invite suppliers for bid clarification (if needed)	12 th May 2021
All suppliers alerted of outcome	21 st May 2021
10 day standstill	22 nd May to 1 st June
Contract award on signature by both parties	7 th June 2021
Contract start date	7 th June 2021

The contract is to be for a period of 45 months (June 2021 to 31st March 2025) unless terminated or extended by the Department in accordance with the terms of the contract.

B. Procedure for Submitting Tenders

The maximum page limit for tenders is 30 pages (excluding declarations, pricing schedule and CVs).

To apply for this tender please register on the following website www.delta-esourcing.com. Please contact the Delta Helpdesk on 0845 270 7050 for any registration queries. Please upload your proposal before the deadline via BIP Solutions Delta Website at to www.delta-esourcing.com.

For questions regarding the procurement process please contact industry.innovation@beis.gov.uk.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

The Department shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. The Department shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within

this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email industry.innovation@beis.gov.uk. All questions should be submitted by 5pm GMT 15th March 2021; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 22nd March 2021 and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

C. Conflict of Interest

The Department's standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined as the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

1. **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contracts finder (in a form which does not reveal the questioner's identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 5 (page 37) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are

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expected to outline how they propose to achieve a robust, impartial and credible approach to the research.

3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the Department exercising its right to terminate any contract awarded.

D. Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

E. Terms and conditions applying to this Invitation to Tender

The Department's Standard Terms and Conditions of Contract will apply to this contract. The Terms and Conditions will be published alongside this ITT.

F. Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 22nd March 2021. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

G. Checklist of Documents to be Returned

- Proposal (maximum 30 pages)
- CVs included as an annex to the proposal (not included in 30 page limit)
- Annex A: Pricing Schedule/Finance Form

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- Annex B: Processing, Personal Data and Data Subjects
- Declaration 1: Acceptance of the Terms and Conditions
- Declaration 2: Cyber Security
- Declaration 3: Statement of non-collusion
- Declaration 4: Form of Tender
- Declaration 5: Conflict of Interest
- Declaration 6: Standard Selection Questionnaire
- Declaration 7: The General Data Protection Regulation Assurance Questionnaire for Contractors

Section 2

Specification of Requirements

Invitation to Tender for the Industrial Energy Efficiency Accelerator: Programme
Delivery Partner

Tender Reference Number: 4902/03/2021

Deadline for Tender Responses: 2pm BST 26th April 2021

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1. Introduction and summary of requirements

Industrial efficiency is widely recognised as a cost-effective route to deliver emissions reductions, vital for the UK's Net Zero by 2050 target. Increasing industrial efficiency also supports industry to maintain production levels whilst reducing their energy demands and increasing resource efficiency.

Innovation can help to identify, develop and de-risk industrial efficiency technologies. Some of the UK's innovation needs will be delivered by the market, but businesses, and Small and Medium-sized Enterprises (SMEs) in particular, face market barriers which can deter them from undertaking research, development and demonstration in this area of low carbon innovation. Without government innovation support, opportunities for cost savings and economic growth in this sector may be lost.

The Industrial Energy Efficiency Accelerator (IEEA) aims to accelerate close to market industrial efficiency innovations, improve their commercialisation potential and encourage wider roll-out. It is envisaged that two very similar phases of the competition will be run between 2021 and 2025, to give industry two opportunities to apply for funding.

BEIS is seeking to procure a Delivery Partner for this programme, to help deliver its aims and objectives. The Delivery Partner is required to:

- Provide overall programme management over the lifetime of the IEEA (2021 to 2025)
- Develop the competition delivery plan
- Advertise the competition and arrange workshops with key stakeholders
- Organise the selection process for IEEA grant projects
- Manage the delivery of the demonstration projects
- Provide incubation services for the participating organisations
- Provide monitoring and evaluation data to allow BEIS to assess programme success and lessons learned
- Develop guides and promote the technologies supported by the competition, and provide advice on how technologies could be used at different sites.

A Stakeholder Engagement Event for suppliers interested in the Delivery Partner role was held on 18th January 2021. The slides and questions and answers from this event are provided in Annexes D and E, respectively. Please note that the slides represent BEIS' initial thinking, and the information in this Invitation to Tender supersedes what was presented at the event.

2. Background

Industrial decarbonisation is key to achieving Net Zero by 2050. Emissions reductions through energy efficiency improvements in industry, as well as improvements in resource efficiency can contribute towards this goal.

The Energy Innovation Needs Assessments (EINA)¹ carried out by BEIS identified efficiency improvements, increased digitisation and automation of processes (industry 4.0), recovery and recycling, and heat recovery and re-use as areas with innovation opportunities.

The need for industrial efficiency measures is further supported by data from the International Energy Agency's 'Beyond 2 Degrees' scenario, where possible technology innovations for decarbonising global industries are identified. Between 2015 and 2050, this scenario expects 41% of industrial emissions reductions to come from efficiency and best available technology (BAT) deployment, and 7% from material efficiency.

3. Aims and Objectives

The overall aim of the IEEA is to support all industrial sectors to increase the adoption of efficiency technologies. This can be broken down into the following objectives:

- 1) Successfully demonstrate and prove energy savings, lower the cost, and increase the range of available industrial efficiency technologies, across a range of industrial sectors.
- 2) Leverage private sector investment into near to market industrial energy and resource efficient technologies and processes.
- 3) Overcome barriers associated with the reluctance of industry to install alternative low carbon innovations. Reduce persistent market barriers, leading to future investments in efficiency innovations, by producing technologies that are market ready with businesses capable of achieving sales within 2 years of grant award.
- 4) Strengthen UK supply chains for industrial efficiency technologies and processes, and better understand UK capabilities and gaps in manufacturing of these technologies.
- 5) Shape a competitive business environment for UK energy intensive industries, by increasing their efficiency and productivity and reducing fuel use.

The selected IEEA Delivery Partner is expected to work with the Department to deliver these overall programme objectives.

4. Methodology and Outputs Required

¹ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/845659/energy-innovation-needs-assessment-industry.pdf

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The table of work packages set out below describes the expected activities to deliver this programme. Further information on fixed / volume based pricing can be found in section 2.14.

WP1 - Fixed Price	Design competition & engage with industry	<ul style="list-style-type: none"> - Design and develop IEEA competition, including eligibility and assessment criteria, application forms, the assessment process and guidance documents for applicants. These will need to be agreed by BEIS prior to implementation. - Design and implement the strategy for engaging with industry (including with trade associations, manufacturers and equipment suppliers) to promote the competition and develop a long-list of potential industrial efficiency innovation projects based on close to market technologies. - Ensure the competition is fair, open and transparent, see grant standards (https://www.gov.uk/government/publications/grants-standards) - Facilitate relationships between efficiency technology developers and industrial sites, with the aim of developing a pipeline (long-list of potential projects) of enough projects to allow funding of c. 5 to 15 projects per phase of the IEEA, up to a total grant value of £4.15m per phase. There will be 2 phases, giving a total of 10 to 30 projects over the lifetime of the programme. Each project is expected to run for up to two years. - Provide pre-screening/ application support service to potential applicants, including clarifying responses, applicant interviews and confirming milestones and costs. - Ensure potential applicants understand the requirements of the programme including the financial requirements. - Include criteria on avoidance of modern slavery as part of the competition design.
WP2 - Fixed Price	Launch competition & select projects	<ul style="list-style-type: none"> - Launch phase 1 of the IEEA competition, facilitate assessment and final project selection process. - Keep BEIS up to date with projects in the application process including a log of live applications and their progress. - Arrange three assessors for the selection process, including one from BEIS. - Obtain BEIS approval for final selected projects.

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		<ul style="list-style-type: none"> - Repeat the process for Phase 2 of the competition, applying lessons learned from Phase 1.
WP3 – Volume based	Project kick off, management, monitoring, and reporting (for Phase 1 and Phase 2)	<p>Project kick-off</p> <ul style="list-style-type: none"> - Carry out due diligence and any other necessary financial checks on successful projects, to ensure availability of match funding. - Ensure that grant funding requested is compliant with subsidy rules (formerly ‘state aid’ requirements). Give an informed judgement on whether projects are compliant with subsidy control. See end of this table for more information. - Work with the projects to develop project plans and payment schedules, and facilitate gathering any other information to enable BEIS and the project to sign Grant Offer Letters and Grant Funding Agreements. - Work with projects to develop measurement and verification plans. - Work with the projects to develop a benefits plan. This should consider ways to measure benefits, aims at project close and aims for 3 years after the project. <p>Project monitoring</p> <ul style="list-style-type: none"> - Design and develop project management methodology and tools, e.g. financial tracking, risk management, reporting, change management. - Provide project management and technical support for IEEA projects. For example, regular project progress calls, site visits, to ensure projects are meeting grant agreement terms. - Monitor projects against original selection criteria, ensuring they deliver to time and budget. Manage project risks and scope changes, and promptly raise any issues to BEIS. - Maintain the project’s benefits plan, reviewing on a quarterly basis and keeping it up to date including RAG ratings. Updates can be incorporated into project reporting structure e.g., quarterly reports. - Review project invoices, checking eligibility for grant payment, and work with projects to correct errors and omissions. Sign off on milestones and pass on to BEIS for final approval and payment to the agreed timelines. - Gather and provide BEIS KPI and other data for projects as required, anticipated to be twice per year, for use in programme evaluation & quantification of benefits. Examples

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		<p>of KPIs are given after this table. A third party will perform the evaluation (separately to this contract).</p> <p>Project closure</p> <ul style="list-style-type: none"> - Close out projects once completed, providing end of project reports to BEIS, which may include a publishable case study. - Provide project closure information/reports for each project. - Final update to benefits plan including whether projects have achieved what they set out to. <p>Programme management</p> <ul style="list-style-type: none"> - Provide regular reporting to BEIS on project/programme progress, for example through steering group meetings, fortnightly calls, reports. This includes financial management and action tracking. - If a project team appears as though it will be unable to deliver the full project scope within time and budget, alert BEIS and work with the project team to rectify the issue. - Comply with BEIS governance requirements. - Provide a shared working space on-line where documents can be shared with BEIS. - Input required programme/ project information into the SICE portfolio management MS Power Application. - Provide BEIS with data on the potential energy/ emissions savings from the selected projects (modelled), for use in programme evaluation & quantification of benefits. - Transfer all project/ programme data to BEIS at the end of the project, and communicate any lessons learned.
WP4 – Volume based	Incubation support	<ul style="list-style-type: none"> - Design and develop an incubation support strategy, to support projects with accelerating commercialisation. - Liaise with the selected innovation project team to produce a plan and a scope for work required to overcome the barriers associated with adoption of efficiency technologies, supporting the wider roll out of the innovation across the industrial sector.

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		<ul style="list-style-type: none"> - Provide strategic oversight and mentoring to funded companies, for example, by supporting market engagement and development of strategic relationships at senior level using contacts and networks. - Produce marketing literature highlighting the potential of the innovations, for example, this could be through project profiles, case studies, media outreach and best practice guides. - Assist with public relations. - A report highlighting the market analysis for the specific innovation and the impact in terms of energy saving and cost. This should include projections of future roll out. - Survey(s) of the sector to understand the potential and best timing for further deployment along with the energy saved and costs. - Assist with securing trade agreements, further financing and follow on funding.
WP5 - Fixed Price	Dissemination	<ul style="list-style-type: none"> - Design and develop a dissemination strategy, to communicate the learnings from the programme to industry and relevant stakeholders, with the aim of supporting the roll out of the technologies supported by the programme and encouraging others to take up efficiency technologies. - Dissemination may include presenting at industry events, targeted news stories, meetings, workshops, social media and developing guides or marketing materials about the technologies for industry to use.

Competition Design

Annex F contains materials from the previous IEEA competition to assist suppliers in understanding how the new IEEA could be run. This includes lessons learned, the applicant guidance document and the application form from the last round of the IEEA. BEIS is open to new and improved ways to run the programme.

Subsidy control

The IEEA will support successful applicants through subsidies awarded in the form of grants towards the eligible costs of the proposal. Since 1 January 2021, public authorities must comply with our international commitments on subsidies in the UK-EU TCA, and other trade

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agreements, as well as the WTO rules on subsidies². Subsidy rules dictate the types of costs that applicants can claim grant support for, as well as the maximum level of grant funding that they can receive which may differ by organisation type, size, and location.

DISCLAIMER: While BEIS will operate within the UK-EU Trade and Co-operation agreement (TCA) requirements and World Trade Organisation (WTO) rules, we may decide to offer lower levels of funding than the maximum permitted under the rules; additionally, the funding rules set out in this document for the IEEA are specific to this Competition only.

Please note that current subsidy control rules are different to the state aid rules mentioned in Annex F.

Examples of KPIs for innovation projects

The KPIs listed below are an example of the information BEIS will look to gather from the IEEA projects, provisionally twice per year. Please note these may be updated - an updated list will be shared with the winning bidder.

- Number (and size) of Organisations supported to deliver project (Lead Partner and Other Organisations as named on grant offer/ contract)
- Initial Financial Leverage from private sector to deliver project
- Number of active Business Relationships and Collaborations supported (Formal and Informal, Overall and New)
- Technology Advancement (incl. advancement of Low Carbon Solutions)
- Follow-on Funding to take project further forward
- Increased Energy Efficiency / Reduced Energy Demand
- Steps towards commercialisation / additional products and services sold in UK and globally
- Potential reduction in CO₂ emissions savings of project up to 2032

² <https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>

5. Contract Management

A dedicated BEIS contract manager will act as the point of contact for the selected delivery partner. BEIS will develop a set of contract Key Performance Indicators with the selected delivery partner. As an example, KPIs could be developed based on the following critical success factors:

- Delivery of agreed milestones by the agreed time and to budget, e.g. launch of competition by date specified by BEIS
- Market engagement results in a enough high quality bids to sign up 15-30 projects
- Compliant grant processes in place and followed
- Effective project management keeps grant projects on track
- Incubation support delivered to projects
- Dissemination activities on track

BEIS and the selected supplier will establish a schedule of regular operational and contractual reporting requirements and meetings, to ensure KPIs are being met. KPIs will be reported and reviewed on a quarterly basis. A change management process will be in place, to manage any requirements changes.

6. Ownership and Publication

BEIS will retain full ownership of all materials created as a result of this contract. Publication of any information associated with, or created as a result of this contract, will require prior approval from BEIS.

7. Timetable

The table below shows an indicative timetable of the key activities for the IEEA programme.

Activity	Date
Delivery Partner contract signed	June 2021
Delivery Partner plans competition and selection process, engages with industry	June 2021 to September 2021
IEEA Phase 1 competition launched	September 2021
Phase 1 projects start	January 2022
Phase 1 projects finish	January 2024
IEEA Phase 2 competition launched	May 2022
Phase 2 projects start	September 2022
Phase 2 projects finish	September 2024
Final dissemination, closure reporting, contingency	September 2024 to March 2025
Final programme report from Delivery Partner	March 2025
End Date, programme closure complete	31 st March 2025

8. Challenges

The uncertainty around the number of projects will be a challenge that a contractor(s) will need to be able to meet. The availability of a flexible team to meet changing demand will be

required for this contract. The applicant should explicitly set out in their application how they will meet this variable demand.

9. Working Arrangements

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

10. Data Protection

The Contractor will be compliant with the Data Protection Legislation as defined in the terms and conditions applying to this Invitation to Tender. A guide to the UK General Data Protection Regulation published by the Information Commissioner's Office, can be found [here](#).

The only processing that the Contractor is authorised to do is listed in Annex B by BEIS, "the Authority" and may not be determined by the Contractor.

11. Cyber Security

The Contractor will hold Cyber Essential Certification or equivalent by the time of contract award. Third party independent certification of compliance may be requested by the Authority as evidence of compliance.

12. Skills and experience

BEIS would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team member's experience and capabilities.

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

13. Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Department so that it can make a further assessment by applying the selection criteria to the new information provided.

14. Budget

The budget for this project is in the range of £1,200,000 to £1,700,000 excluding VAT. The budget is capped and any bids which come in over this amount for the total bid price including scenario B3 (see p.24 for details) will be disqualified. It is the responsibility of the contractor(s) to manage the budget to ensure effective support is provided throughout the duration of the programme, and deliverables are achieved for each project.

Contractors should provide a full and detailed breakdown of costs (including options for different numbers of projects). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids will be assessed.

Where relevant, payments will be linked to delivery of key milestones. Bidders should propose key milestones in their tender and show how they link to the work progress as set out in the project plan. A set of indicative milestones is given in the following table. Please advise in your tender response how this breakdown reflects your usual payment processes. If necessary we may ask the winning bidder to justify the payment profile with respect to work done.

Indicative milestones

Financial year and quarter	Indicative Milestones
Jun-Aug 2021/22	<ul style="list-style-type: none">• Competition designed and agreed with BEIS• Eligibility and assessment criteria defined and agreed by BEIS

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Invitation to Tender

	<ul style="list-style-type: none"> • Strategy to engage with industry designed and implemented • Developed a long-list of potential industrial efficiency innovation projects based on close to market technologies
Sep-Nov 2021/22	<ul style="list-style-type: none"> • Phase 1 competition launched • Provided pre-screening/application support to potential applicants • Facilitated relationships between efficiency technology developers and industrial sites. Sufficient to allow funding of 5 to 15 projects per phase of the IEEA, up to a total funding value of £4.1m per phase • Produced and run a log of live Phase 1 applications and their progress • Arranged assessors for the Phase 1 selection process • Project management methodology designed and developed • Incubation strategy designed and developed
Dec-Feb 2021/22	<ul style="list-style-type: none"> • Final Phase 1 projects selected with BEIS approval • Project planning completed for successful Phase 1 applications • Due diligence completed and grant offer letters and grant funding agreements signed for Phase 1 • All Phase 1 projects kicked-off • Project management, monitoring and reporting for this quarter completed
Mar-May 2021/22	<ul style="list-style-type: none"> • Updated long-list of potential industrial efficiency innovation projects based on close to market technologies • Phase 2 competition launched, incorporating lessons from Phase 1 • Project management, monitoring and reporting for this quarter completed • Dissemination strategy designed and developed • Provision of BEIS KPI data

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Jun-Aug 2022/23	<ul style="list-style-type: none"> • Provided pre-screening/application support to potential applicants for Phase 2 • Produced and run a log of live Phase 2 applications and their progress • Arranged assessors for the Phase 2 selection process • Project management, monitoring and reporting for this quarter completed
Sep-Nov 2022/23	<ul style="list-style-type: none"> • Final Phase 2 projects selected with BEIS approval • Project planning completed for successful Phase 2 applications • Due diligence completed and grant offer letters and grant funding agreements signed for Phase 2 • All Phase 2 projects kicked-off • Project management, monitoring and reporting for this quarter completed • Provision of BEIS KPI data
Dec-Feb 2022/23	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Incubation plans and scopes for work completed for all Phase 1 projects • Planned dissemination work completed
Mar-May 2022/23	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed • Provision of BEIS KPI data
Jun-Aug 2023/24	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed

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Sep-Nov 2023/24	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed • Incubation plans and scopes for work completed for all Phase 2 projects. • Provision of BEIS KPI data
Dec-Feb 2023/24	<ul style="list-style-type: none"> • All Phase 1 projects completed, closed out and project reports to BEIS • All Phase 1 project case studies completed • All Phase 1 incubation work completed • Planned dissemination work completed • Project management, monitoring and reporting for this quarter completed
Mar-May 2023/24	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed • Dissemination of Phase 1 information to industry • Provision of BEIS KPI data
Jun-Aug 2024/25	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed
Sep-Nov 2024/25	<ul style="list-style-type: none"> • Project management, monitoring and reporting for this quarter completed • Planned incubation work completed • Planned dissemination work completed

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	<ul style="list-style-type: none"> • Provision of BEIS KPI data
Dec-Feb 2024/25	<ul style="list-style-type: none"> • All Phase 2 projects completed, closed out and project reports to BEIS • All Phase 2 project case studies completed • All Phase 2 incubation work completed
Mar 2024/25	<ul style="list-style-type: none"> • Transferred all project/ programme data to BEIS at the end of the project, and communicated any lessons learned • Provision of BEIS KPI data • Programme closure reporting completed • Dissemination of Phase 2 and final programme information to industry completed

The number of projects that will be funded in each phase is uncertain. Based on the previous rounds of the IEEA, around 15 projects are expected to be funded over the lifetime of the programme. However, due to the uncertainty of the number of projects the contractor should demonstrate their costs across three possible scenarios, detailed in following table.

Applicants are asked to give a fixed price for WP1, WP2 and WP5, as these are independent of the volume of projects. For WP3 and WP4, applicants will be asked to give a price per project based on total number of projects, as per the table below. This will be captured in the Finance Form.

Scenario for WPs 3&4	A	B
Total number of projects over lifetime of programme		Maximum Price for number of projects
1. Low case (5-9 projects)	Price/project	A1x9=
2. Mid case (10-19 projects)	Price/project	A2x19=
3. High case (20 - 30 projects)	Price/project	A3x30=

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Total		
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The total value of figures in column B will be added to the total price for WPs 1,2 & 5 and that will be the figure that is compared for the purposes of scoring price.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

15. Evaluation of Tenders

Contractors are invited to submit full tenders of no more than 30 pages, in Arial size 11 font, excluding declarations. Maximum page numbers per question are given in the evaluation criteria table. Pages exceeding the limit will not be marked. Tenders will be evaluated by at least three BEIS staff.

The following pass/fail criteria must be met.

- **Conflict of interest:** PASS/FAIL. See page 7 of the ITT for further information
- **Price cap:** The budget is capped and any bids which come in over £1,700,000 for the total bid price including the high volume scenario (B3) will be disqualified PASS/FAIL
- **Acceptance of Terms and Conditions:** Upon submitting a tender, bidders accept the Terms and Conditions of Contract YES/NO PASS/FAIL

BEIS will select the bidder that passes the above criteria and scores highest against the criteria and weighting listed below:

EVALUATION CRITERIA AND SCORING METHODOLOGY

Question	Question details	Weighting
Q1: Methodology (Note: this question is about the development and running of the programme, and the interaction between the delivery partner and the grant recipient projects)	How will you develop and run the IEEA programme, to enable BEIS to meet the programme aims and objectives? Q1.a (12.5%) – How will you design and develop the IEEA to meet the programme objectives? Include your approach to: <ul style="list-style-type: none"> • Engaging the market in a fair, open and transparent way and developing a project pipeline. 	25%

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	<ul style="list-style-type: none"> • Designing the competition and selecting projects. • Designing the incubation support services. • Disseminating project outcomes to industry to increase uptake of technologies. <p>Q1.b (12.5%) – How will you run the IEEA to meet the programme objectives? Please note that project management, engineering services, and incubation support are equally important for the this programme. Include your approach to:</p> <ul style="list-style-type: none"> • Providing project management and engineering services to the successful bids to ensure projects deliver to budget and time. • Providing incubation support to accelerate commercialisation. <p>10 pages maximum.</p>	
Q2: Social Value	<p>Describe the commitment your organisation will make to ensure that the opportunities under the contract deliver the Policy Outcome of “Create new business, new jobs and new skills”, specifically how you will support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.</p> <p>Please include:</p> <ul style="list-style-type: none"> • A ‘Method Statement’, stating how you will achieve this. • A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: timed action plan, use of metrics, tools/ processes used to gather data, reporting, feedback and improvement, transparency. • How you will influence staff, suppliers, customers and/or communities through the delivery of the contract to support the Policy Outcome e.g. through engagement, co-design/creation, training and education, partnering/collaborating, volunteering. <p>Please include, where applicable, activities that demonstrate and describe your existing or planned:</p> <ul style="list-style-type: none"> • Understanding of employment and skills issues, and of the education and training issues relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges. • Support for educational attainment relevant to the contract, including training schemes that address 	10%

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	<p>skills gaps and result in recognised qualifications.</p> <ul style="list-style-type: none"> Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering. Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract. <p>Possible Reporting Metrics:</p> <ul style="list-style-type: none"> Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region. Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region. Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region. Number of people-hours of learning interventions delivered under the contract, by UK region. <p>There is more information on social value at the following link: https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</p> <p>2 pages maximum</p>	
Q3: Team and skills	<p>Who will be on the project team and what are their relevant skills?</p> <p>Q3.a (15%) – who will be on the project team and what are their skills, role, expertise and relevant track record for delivering this programme? Include:</p> <ul style="list-style-type: none"> A team organogram. How skill/ resource gaps will be addressed. How variability in workload will be addressed. <p>Q3.b (10%) – how will the team work together?</p> <ul style="list-style-type: none"> How will the team work together to ensure successful delivery? If forming a consortium or working with sub-contractors, how will the different organisations work together? <p>10 pages maximum.</p>	25%
Q4: Project management and risks (Note: this question is about how the delivery	<p>How will this overall programme be effectively managed, to deliver the desired outcomes for BEIS?</p> <p>Please include:</p> <ul style="list-style-type: none"> Details on delivery of each work package and responsibility, accounting for uncertainty in 	15%

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partner will manage the programme and report to BEIS, and the interaction between the delivery partner and BEIS)	<p>number of projects and project length.</p> <ul style="list-style-type: none"> • Details on programme governance. • Risks associated with delivery, provide a risk register with proposed mitigation measures. <p>8 pages maximum.</p>	
Q5: Price	<p>Price will be marked proportionally to the lowest bid.</p> <p>The total value of figures in column B in the pricing scenario table above, will be added to the total price for WPs 1,2 & 5 and that will be the figure that is compared for the purposes of scoring price.</p>	25%

Scoring Method

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

Score	Description
1	Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard
2	Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps
3	Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps.
4	Good: Proposal meets the required standard, with moderate levels of assurance
5	Excellent: Proposal fully meets the required standard with high levels of assurance

Scoring for Pricing Evaluation

Price will be marked using proportionate pricing. Marking proportionate to the lowest price: Price will be scored as set out below. E.g., if there was a maximum of 20 marks.

The lowest priced bid will receive the full 20 marks, all other bids will then be marked as set out below.

Proportionate Pricing scoring example

If 20% = 20 marks

Supplier	Price	Marks
1 (lowest bid)	£50,000	20
2	£60,000	$50/60 * 20 = 16.7$
3	£75,000	$50/75 * 20 = 13.3$

Structure of Tenders

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

Bid Clarification

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarifications with suppliers.

Feedback

Feedback will be given in the unsuccessful letters or emails.

Section 3

Further Information on Tender Procedure

Invitation to Tender for the Industrial Energy Efficiency Accelerator: Programme
Delivery Partner

Tender Reference Number: 4902/03/2021

Deadline for Tender Responses: 2pm BST 26th April

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A. Definitions

Please note that references to the "Department" throughout these documents mean The Secretary of State for Business, Energy and Industrial Strategy acting through his/her representatives in the Department for Business Energy & Industrial Strategy.

The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the Department. You should be aware of the Department's obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department's reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government's transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

B. Data security

The successful tenderer must comply with all relevant Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender.

Section 4 contains a "The General Data Protection Regulation Assurance Questionnaire for Contractors" (Declaration 7) to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations

under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.

C. Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of the Department. Section 4 contains a "Statement of non-collusion" (Declaration 3); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

- Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for the Industrial Energy Efficiency Accelerator: Programme
Delivery Partner

Tender Reference Number: 4902/03/2021

Deadline for Tender Responses: 2pm BST 26th April 2021

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Invitation to Tender

Declaration 1: Acceptance of the terms and conditions

The Department's Standard Terms and Conditions of Contract will apply to this contract and are published alongside this ITT.

The Terms and Conditions are final. Upon submitting a tender, bidders accept the Terms and Conditions of Contract, should they be successful.

BEIS Terms and Conditions apply to this contract. You accept the BEIS Terms and Conditions as set out for this contract.

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 2: Cyber Security

Cyber Essentials is an official UK wide, government-backed certification that helps companies guard against the most common cyber threats. All suppliers to HMG must have Cyber Essentials.

The Contractor will hold Cyber Essential Certification or equivalent by the time of contract award. Evidence of compliance may be requested by the Authority.

More information can be found at the following link

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 3: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
- (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 4: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.
5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.
6. We understand that the Department is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 5: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed

Name

Position

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations*;

- X
- X

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

- X
- X

Signed

Name

Position

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

* These may include (but are not restricted to);

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)

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Invitation to Tender

- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

All of the above apply both to the individual signing this form and their close family / friends / partners etc.

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

Declaration 6: Standard Selection Questionnaire

Financial Credit Checks:

BEIS use Dun and Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred bidder/s where the opportunity being tendered for exceeds £1M (excluding VAT).

BEIS will review the Dun and Bradstreet report prior to notifying bidders of the result of the competition and may need to check [with bidders] that the information within the report is correct.

BEIS may also request the latest accounts and financial information from the preferred bidder/s.

Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion³. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts

³ For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

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TRN: 4902/03/2021

Procurement Procedure: Open

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2⁴.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

⁴ See PCR 2015 regulations 71 (8)-(9)

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Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

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1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁵ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ⁶</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁷ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

⁵ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

⁶ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

⁷ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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Please provide the following information about your approach to this procurement:

Section 1	Bidding model					
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>

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2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(b)	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	

Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	

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3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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Part 3: Selection Questions⁸

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee	Yes <input type="checkbox"/>

⁸ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

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	elsewhere (e.g. from a bank)?	No <input type="checkbox"/>
Section 6	Technical and Professional Ability	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>	

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

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6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015⁹	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes <input type="checkbox"/> Please provide relevant the url ...</p> <p>No <input type="checkbox"/> Please provide an explanation</p>

⁹ [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

Section 8	The General Data Protection Regulation (GDPR) ¹⁰	
8.1	<p>Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award?</p> <p>Contractors are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors, to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹⁰ [Procurement Policy Note 02/18 Changes to Data Protection Legislation & General Data Protection Regulation](#)

9. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 9	Additional Questions
9.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>Public Liability Insurance = As per the T&Cs for this contract Professional Indemnity Insurance = If applicable, please advise the value.</p> <p>Product Liability Insurance = N/A</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

9.2	Skills and Apprentices¹¹ – (please refer to supplier selection guidance)	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

¹¹ [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](#)

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9.3	Steel¹² – (please refer to supplier selection guidance)
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.
c.	<p>Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:</p> <p>(i) Your company</p> <p>(ii) All your supply chain members involved in the production or supply of steel.</p>

9.4	Suppliers' Past Performance¹³ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹² [Procurement Policy Note 16/15– Procuring steel in major projects](#)

¹³ [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

**Declaration 7: The General Data Protection Regulation Assurance Questionnaire for
Contractors**



Declaration%205%2
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Annex A: Pricing Schedule

Finance form



Finance%20form_N
ZIP%20IEEA%20DP.xls

Annex B: Processing, Personal Data and Data Subjects

(1) The contact details of the Authority's Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor's Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: **[To be completed by the Contractor]**

(3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.

(4) Any such further instructions shall be incorporated into this Annex.

Description	Details
Data Protection Legislation	The UK GDPR and any applicable national implementing Laws as amended from time to time; or the DPA 2018 to the extent that it relates to Processing of personal data and privacy; or all applicable Law about the Processing of personal data and privacy
UK General Data Protection Regulation (UK GDPR)	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
Subject matter of the processing	The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide programme management and incubation support for the Industrial Energy Efficiency Accelerator programme. The processing of names and business contact details of staff of both the Authority and the Contractor will

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	<p>be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	<p>Processing will take place from 7th June 2021 (contract start date) for the duration of the Contract. The Contract will end on 31st March 2025.</p>
Nature and purposes of the processing	<p>The nature of the processing will include collection, organisation, structuring, storage, dissemination or otherwise making available, erasure or destruction of data.</p> <p>Processing takes place for the purposes of delivery of technical innovation projects.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Type of Personal Data	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The Contractor will also hold names, business telephone numbers and email addresses, office location and position of staff for organisations participating in the Industrial Energy Efficiency Accelerator Programme.</p>
Categories of Data Subject	<p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p> <p>Staff of organisations participating in the Industrial Energy Efficiency Accelerator Programme.</p>

Industrial Energy Efficiency Accelerator: Programme Delivery Partner
Invitation to Tender

Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK GDPR to preserve that type of data	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract [and the Contractor retention period]. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>
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Annex C: Exclusion Grounds

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)

- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Annex D: Slides from Stakeholder Engagement Event



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**Annex E: Questions and Answers from Stakeholder Engagement
Event**



Annex F: Materials from the previous round of the IEEA

Contents

Lessons learned	p70
Competition Guidance	p73
Application Form	p73

Please note the documents in Annex F contain finance workbooks, forms and annexes that are part of the application process for innovation projects in the last round of the IEEA, they are not part of the application covered by this ITT.

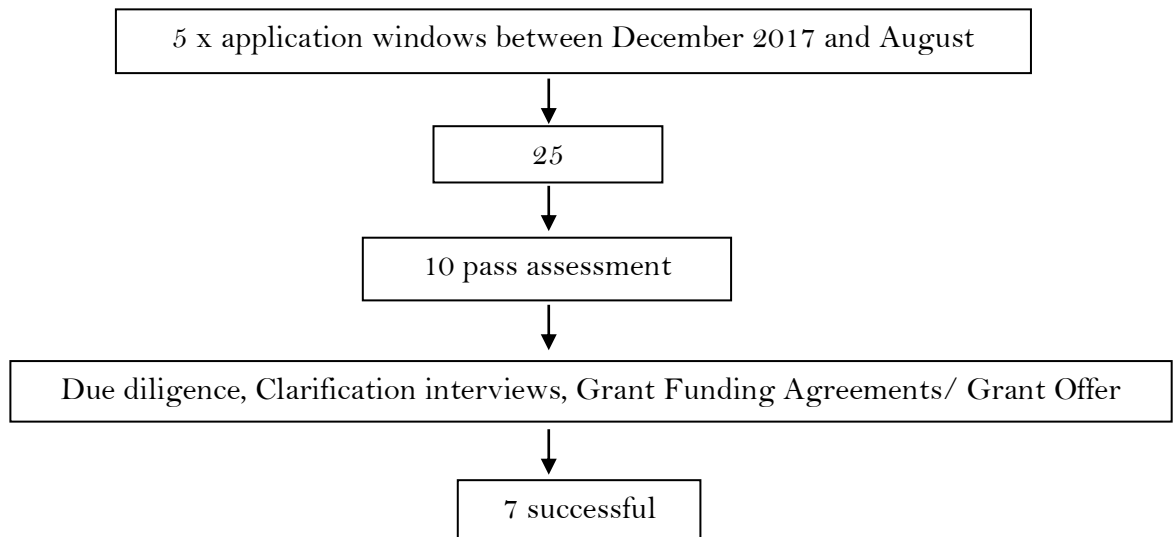


Energy Innovation Programme: IEEA Lessons Learned

The IEEA programme ran as part of the BEIS Energy Innovation Programme, from 2015 to 2021, with an overall budget of c. £10 million. The programme was delivered by a 3rd party delivery partner, who ran the competition in two distinct phases. This Annex summarises some of the lessons learned during this time.

IEEA – Phase 1

Feedback on phase 1:



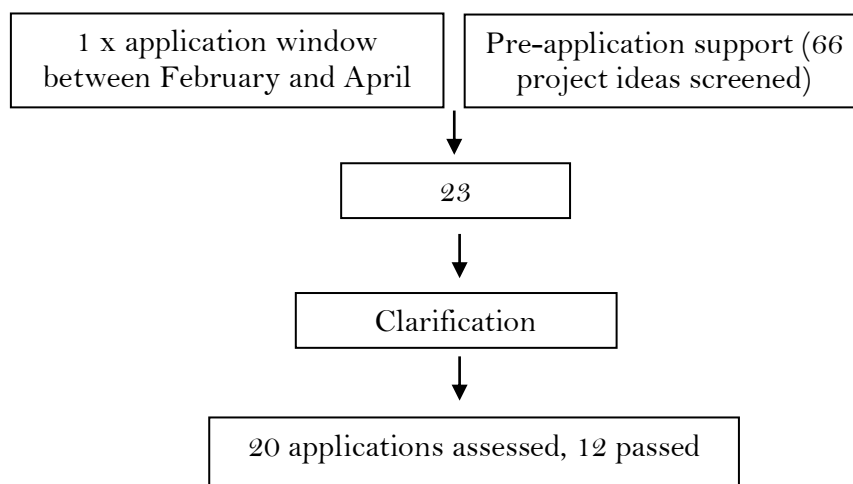
- There is a need for more than one call to accommodate different types of projects: those who already have a project ready to go, and technology developers and industrial sites who meet at briefing events for the IEEA and decide to work together. The latter takes a long time.
- 8-month application window with 2-monthly deadlines didn't work very well, as the majority of applicants waited until the final deadline (5th application window) to submit their application.
- Competition timelines need to consider time for industry approvals.
- The journey to an application has a lot of attrition, so the assessment panel examines fewer applications.
- By the time an application is examined by the assessment panel, the quality is typically high.
- Applicants who did not receive support from the delivery partner had lower chances of success.
- No key unit operation ideas were put forward, due to cost and risk.
- Taking tangible technology/ project ideas to industry is an effective method of outreach.
- Four events were held to encourage 'match making', this worked to some extent, but there is a reluctance from technology developers to pass on technology details to major industrial companies.

Lessons learned & implications from phase 1:



	Lessons Learned	Implication
1	Wider market conditions have slowed investment and created additional risk aversion in industry	Targeted communications: attract industry through associations, targeted adverts and 1-on-1
2	Industry does not want to disrupt its production lines and will typically only consider this with proven technologies	Provide 'pre-approvals' of technology to increase industry confidence; find the technologies, then take them to industry
3	The decision-making process in industry has lengthened	Run a long competition window where possible (for phase 2, announce the competition as early as possible)
4	A long competition window may disincentivise timely applications	Introduce interim deadlines, with funding available on a first-come, first-served basis
5	Applicants need significant handholding to deliver quality applications	Ensure application guidance documents are clear and intuitive. Handholding and matchmaking services are required for programme success
6	Keeping the programme scope as wide as possible is an advantage (particularly for cross-sector applications)	Widen the programme scope to water utilities and waste sectors
7	State aid, depreciation and overheads costs confuse applicants and cause significant delays to GFA / GOL	Create clear guidance documents. Ultimate responsibility for information accuracy with applicants, but give reasonable guidance and clarity

IEEA – Phase 2





Feedback on phase 2:

- The intention was to make the process simple and keep the application short, but the State Aid rules are complex.
- A more structured application form is longer, but clearer.
- Structured guidance is important, but useful to supplement this with events, webinars, meetings.
- TRL levels worked well (TRL 5-8).
- Scope definition was a challenge, flexibility is needed, too tight results in few projects meeting it, but too wide becomes unclear for applicants. Included a list of exclusions rather than inclusions. SIC code may work better but broaden out to include industries like water and construction.

Phase 2 project recruitment feedback:

- IEEA differs to most funding programmes as there is a need for a collaboration which includes an Industrial Partner.
- Match making and partnership support was well received. Helped consortium members to come together, in particular the industry partner.
- It takes time to build the pipeline of potential projects and the right partnerships. Technology developers and industrial partners need to understand each other's needs to form a successful consortium.
- Many of the phase 2 applicants engaged early, participating in the initial workshops.
- Capital budgets may already be set by industrial partners.
- Strong interaction needed between marketing and technical.
- Pre-screening:
 - Avoided unnecessary applications,
 - Helped focus on “energy efficiency”, and on the demonstrator as opposed to the technology,
 - Develop understanding of the innovation and barriers to adoption,
 - Ensured lead applicant was clear on the consortium build,
 - Positive feedback given if the idea was not suitable,
- Important step for helping with partnership support: gain background on the technology to allow informed discussions.
- Applicant support:
 - Convert from idea to reality with partnership support, helped bring strong collaborations,
 - Some technology developers lacked understanding on what it means to integrate a demonstrator into a live site,
 - Support process encouraged greater dialogue between partners,
 - Industry experience from the delivery partner's technical required to support reality of a demonstrator project, and understand concerns with IP.
- Clarification interviews:
 - Clarifications issued ahead of meeting,
 - Applicants asked to attend with project partners,
 - Technical assessor attended every meeting,
 - 3 applicants, which were not fitting to the programme, withdrew at this stage,



- A few days allowed for applicants to make any amendments based on clarifications and resubmit.

Phase 2 marketing approach:

- Marketing activity focused on driving awareness amongst key target audience segments to encourage high quality, relevant applications.
- Successful applications need to meet many criteria which meant that traditional marketing, focused on mass market awareness, was not the most effective route.
- For phase 2, marketing activity was closely integrated into the pipeline development process and focused on tactical engagement.
- A highly targeted, segmented list of organisations was developed, and engaged via direct conversational e-mails that provided the necessary detail.

Managing the programme

- Some of the requirements from projects are difficult for the companies (e.g., Undertaking in Difficulty tests, requirements of the Grant Funding Agreement, monitoring requirements). There are some specific requirements in the Grant Funding Agreement that need to be adhered to, such as handling of depreciation and overhead rates. Applicants should be made aware of these requirements.
- Due diligence requirements were more detailed than expected by the delivery partner.
- Some projects require active management. They are also susceptible to change, so project management support is needed.
- One portal set up for sharing information between delivery partner and BEIS. Project participants also used the same portal to post all their reports and milestone claims.
- A balance is needed between control/ audit trail and maximising the programme accessibility.
- Main challenges to delivery included: getting enough applicants, and ensuring they submitted good applications, and alignment of timescales; signing of collaboration agreements between project partners; updates to project plans once operational.
- Dissemination plan needs to be agreed early.
- Milestone deadlines, which include submission of invoices, need to reflect the date that the milestone documentation will be received by BEIS. It can take several weeks for project teams to prepare this documentation and for quality assurance by the delivery partner, therefore this time must be factored into milestone schedules.



BEIS DPF31 - BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

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BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services (“Conditions”):

“Annex 1” means the Annex 1 (Processing, Personal Data and Data Subjects) attached to the Authority’s specification of requirements which forms part of this Contract;

“Authority” means the Secretary of State for Business, Energy and Industrial Strategy, acting as part of the Crown;

“Authority’s Premises” means land or buildings owned or occupied by the Authority;

“Confidential Information”:

- a) means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty's Government relating to and connected with the Contract and the Services; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 40;

the “Contract” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “Contract Period” means the period from the date of this Contract to the date of expiry of this Contract set out in the DPF41 Contract offer letter or such earlier date as this Contract is terminated in accordance with its terms;

the “Contract Year” means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

the “Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 4;

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract, pursuant to Condition 4;

“Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities;



“the Charges” means the price agreed in respect of the Services, excluding Value Added Tax;

“Data Controller” shall have the same meaning as given in the Data Protection Legislation;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Legislation” means (i) the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Processor” shall have the same meaning as given in the Data Protection Legislation;

“Data Protection Impact Assessment” means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” shall have the same meaning as given in the Data Protection Legislation;

“Data Subject” shall have the same meaning as given in the Data Protection Legislation;

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to documents, papers, data issued in electronic form and other materials;

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;



“MI Reporting Template” means the document (included as an annex to the DPF41 Contract offer letter) as amended in accordance with Condition 41;

“Party” means a Party to this Contract, and “Parties” shall mean both of them;

“Personal Data” shall have the same meaning as given in the Data Protection Legislation;

“Personal Data Breach” shall have the same meaning as given in the Data Protection Legislation;

“Protective Measures” means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

the “Services” means the services to be supplied under the Contract;

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

“Sub-Processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Authority



Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment and Sub-contracting

(1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.

(2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.

(3) If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.

(4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.

(5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2006, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

(6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:

- (a) subject to Condition 4(9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
- (b) within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- (c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;



- (d) provide reports on the information in Condition 4(6)(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
- (e) promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

(7) Each advert referred to in Condition 4(6)(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

(8) The obligation in Condition 4(6)(a) shall only apply in respect of subcontract opportunities arising after the contract award date.

(9) Notwithstanding Condition 4(6), the Contracting Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

5. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

- (1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- (2) No waiver shall be effective unless it is communicated to the other party in writing.
- (3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

- (1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-



contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

- (2) Condition 8(1) shall not apply to information which:
 - (a) is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
 - (c) is required by law to be disclosed;
 - (d) was independently developed by the Contractor without access to the Confidential Information.
- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- (4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of "Confidential", "Secret" or "Top Secret" other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.
- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.
- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

9 Freedom of Information

- (1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations SI 2004 No. 3391 ("EIR") and shall assist and cooperate with the Authority, at the Contractor's expense, to enable the Authority to comply with these information disclosure requirements.
- (2) In this Condition:-
 - "Information" has the meaning ascribed to it in section 84 of the FOIA;
 - "Request for Information" has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.
- (3) The Contractor shall (and shall procure that its subcontractors shall):-
 - (a) Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two working days;
 - (b) Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;



(c) Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

(4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

(b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

(5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.

(6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

(7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

10. Amendments and Variations

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out



in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department for Business, Energy and Industrial Strategy setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

(1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.

(2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

(1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.



(2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

(1) The Authority shall pay to the Contractor, in addition to the Charges, a sum equal to the Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority whose decision shall be final and conclusive. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.

(3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

- (a) were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and
- (b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).



The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

16. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

17. Contractor's Personnel

(1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of the Authority.

(2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.

(3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and



after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.

(4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its sub contractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.

(5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

18. Indemnities and Insurance

(1) The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.

(2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

(3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

(4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.

(5) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement



or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.

(6) The Authority shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Authority by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.

(7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 30(15) the amount of liability under this clause shall be limited to a sum of £4,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

19 Termination for Insolvency or Change of Control

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
- a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or
 - c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
 - d) the Contractor undergoes a change of control, where "control" is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.
- (2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority's right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract



If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days' notice in writing to that effect. Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

22. Dispute Resolution

- (1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- (2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.
- (4) If the parties agree to refer the dispute to mediation:
 - (a) in order to determine the person who shall mediate the dispute (the "Mediator") the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
 - (b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Government Procurement Service to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
 - (d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;



(e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Bribery and corruption

- (1) The Contractor shall not, and shall ensure that its staff, sub-contractors and agents do not:
- a) offer or promise, to any person employed by or on behalf of the Authority any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
 - b) agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
 - c) enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by any person employed or engaged by him or acting on his behalf (whether with or without his knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.



(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling the Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

(4) In any dispute, difference or question arising in respect of:
a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or

b) the right of the Authority to determine the Contract; or

c) the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

24. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

25. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

26. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

a) if the Contractor fails to comply with the Authority's requirements in this respect; or

b) if, in the opinion of the Authority, it is not possible to remove the conflict,



the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

27. Intellectual Property Rights

(1) Subject to any pre-existing rights of third parties and of the Contractor, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) (“the Contractor Materials”) in the performance of the Services shall belong to and be vested automatically in the Authority.

(2) The Contractor hereby assigns any copyright that it owns in the Contractor Materials to the Crown. The Contractor waives all moral rights relating to the Contractor Materials.

(3) The Contractor warrants to the Authority that all of their staff, agents and sub-contractors are and will be engaged in relation to the Contract on terms which do not entitle any of them to any Intellectual Property Rights in the Contractor Materials, and which require them to waive all moral rights.

(4) If the Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself, its agents, sub-contractors or third parties, it shall itself provide, or procure from such agent, subcontractor or third party a non-exclusive licence for, or, if the Contractor is itself a licensee of those Intellectual Property Rights, it shall grant a sub-licence to, the Authority to use, reproduce, modify, adapt and enhance the material as the Authority sees fit. Such licence or sub-licence shall be perpetual and irrevocable and granted at no cost to the Authority.

(5) The Authority shall have the sole right to use any information (whether or not it is Confidential Information) collected or collated pursuant to the Contract (excluding any information which in the opinion of the Authority is confidential to the Contractor or which has been communicated to the Contractor under a condition that it shall be confidential to the Contractor), and all original documents in whatever form which contain that information, including any computer tape or disk, any voice recording and any special computer program written to give access to the information, shall on request be deposited with the Authority.

(6) Nothing in this Contract or done under the Contract shall be taken to diminish any Crown copyright, patent rights or any other Intellectual Property Rights which would, apart from this Contract, vest in the Crown or Authority.



(7) The Contractor shall ensure that all royalties licence fees or similar expenses in respect of Intellectual Property Rights in materials used in connection with the Contract have been paid and are included in the Charges.

(8) If the Authority reimburses the Contractor for the cost of any equipment, such equipment shall become the property of the Authority and the Contractor shall on request deliver such equipment to the Authority. The Contractor shall keep a proper inventory of such equipment and shall deliver that inventory to the Authority on request and on completion of the Services.

28. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

29. Government Property

(1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.

(2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.

(3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.

(4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.

(5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 29(6) below) or as otherwise expressly authorised in writing by the Authority.

(6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.



(7) The Contractor shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its sub-contractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.

(8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

(9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

30. Data Protection

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and



(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

(c) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.



(d) do not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

(6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.

(7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:



- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-Processor;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written Contract with the Sub-Processor which give effect to the terms set out in this Condition 30 such that they apply to the Sub-Processor; and
 - (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.



- (12) The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- (13) The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Contract and shall make such variations to this Contract as the Authority may reasonably require to give effect to such guidance in accordance with Condition 10.
- (14) If the Contractor fails to comply with any provision of this Condition 30, the Authority may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.
- (15) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (16) Upon expiry of this Contract or termination of this Contract for whatever reason, the Contractor shall, unless specified in Annex 1, notified otherwise by the Authority or required by law, immediately cease any processing of the Personal Data on the Authority's behalf and as required by the Authority:
- (a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
 - (b) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.
- (17) Where processing of the Personal Data continues after the expiry or termination of this Contract as specified in Annex 1, notified otherwise by the Authority or required by law, the Contractor shall comply with the provisions of this Condition 30 for as long as the Contractor continues to process the Personal Data and such provisions shall survive the expiry or termination of this Contract.
- (18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

31. Payment of taxes: income tax and NICs

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the



Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
 - a) the Contractor has complied with paragraphs (1) and (2) above; or
 - b) the Contractor or its staff are not liable to the relevant taxes.
- (4) A request under paragraph (3) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under paragraph (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.
- (6) The Contractor shall ensure that any sub-contractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in paragraphs (1) to (5) above and this paragraph (6), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the sub-contractor or agent to provide information to them equivalent to paragraph (3), and the Contractor shall obtain that information where requested by the Authority.
- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
 - a) the Contractor does not comply with any requirement of this Condition 31; or
 - b) the Contractor's sub-contractors or agents do not comply with the conditions imposed on them under paragraph (6) above.
- (8) In particular (but without limitation), the Authority may terminate the Contract under paragraph (7) above:
 - a) in the case of a request under paragraph (3):
 - i. the Contractor fails to provide information in response to the request within the deadline specified; or



- ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its sub-contractors and agents have complied with the conditions set out or referred to in paragraphs (1) to (6);

or

- b) the Authority receives information which demonstrates, to its reasonable satisfaction, that the Contractor, its sub-contractors or agents, are not complying with those conditions.

32. Payment of taxes: Occasions of Tax Non-compliance

- (1) This Condition 32 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).
- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
 - a) notify the Authority in writing of such fact within 5 working days of its occurrence; and
 - b) promptly provide to the Authority:
 - i) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
 - a) the warranty given by the Contractor pursuant to paragraph (2) of this Condition is materially untrue;
 - b) the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by paragraph (3) of this Condition; or
 - c) the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,

the Authority may terminate the Contract with immediate effect by notice in writing.



(5) In this condition 32, “Occasion of Tax Non-Compliance” means:

- a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

- b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

(6) For the purpose of paragraph (5):

- a) “DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- b) “General Anti-Abuse Rule” means:
 - (i) the legislation in Part 5 of the Finance Act 2013; and
 - (ii) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
- c) “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others; and



- d) “Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

33. Equality and non-discrimination

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do not do so
- (2) The Contractor shall comply with the Authority’s equality scheme as published on the Authority’s website, and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do so.
- (3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor’s staff, sub-contractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

34. Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of the Authority’s Welsh Language Scheme.

35. Sustainable Procurement

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Clause by the Contractor.
- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

36. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

37. Contractor Status



Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

38. Transfer of Services

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):

- (a) provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and
- (b) use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) Without prejudice to the generality of paragraph (1) of this Condition, the Contractor shall, at times and intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.

(3) Without prejudice to the generality of paragraph (1) of this Condition, the contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

39. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

40. Transparency

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 40(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

(2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

(3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.



(4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.

(5) In Condition 40(1) the expression “tender documents” means the advertisement issued by the Authority seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the Contractor’s proposal.

41. Monitoring and Management Information

(1) Where requested by the Authority, the Contractor shall supply to the Authority and/or to the Cabinet Office such information relating to the Services and to the Contractor’s management and performance of the Contract as they may require.

(2) The information referred to in Condition 41(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Contractor Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage. The information may also, without limitation, include information relating to the capability of the Contractor (and any key sub-Contractor) to continue to perform the Contract (including information on matters referred to in regulations 23 to 27 of the Public Contracts Regulations 2006).

(3) The information referred to in Condition 41(1) shall be supplied in such form and within such timescales as the Authority or the Cabinet Office may reasonably require.

(4) The Contractor agrees that the Authority may provide the Cabinet Office, any other government department or agency or any other person or entity referred to in Condition 42(2) (Information Confidential to the Contractor), with information obtained under this Condition 41 and any other information relating to the Services procured and any payments made under the Contract.

(5) Upon receipt of the information supplied by the Contractor in response to a request under Condition 41(1) or receipt of information provided by the Authority to the Cabinet Office under Condition 41(4) the Contractor hereby consents to the Cabinet Office (acting through the Government Procurement Service):

a) storing and analysing the information and producing statistics; and

b) sharing the information or any statistics produced using the information, with any person or entity referred to in Condition 42(2).

(6) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month’s written notice of any such changes.



(7) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor agrees and acknowledges that it shall, in addition to any other management information requirements set out in this Contract, at no charge, provide such timely, full, accurate and complete SME management information (MI) reports to the Authority as the Authority shall require which incorporate the data described in the MI Reporting Template which is:

- (a) the total contract revenue received directly on a specific contract;
- (b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

(8) The SME management information reports referred to in Condition 41(7) shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Contractor shall use the initial MI Reporting Template and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

(9) The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

42. Information confidential to the Contractor

(1) Unless agreed expressly by both parties in writing, in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.

(2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:

- a) on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;
- b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;



- d) on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in sub-paragraph a) (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;
 - e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.
- (3) For the purpose of paragraph (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.