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**Bid Pack**

**Attachment 5 – Terms and Conditions**

Contract Reference: CCEN22AO5 - Provision of Government Property Agency (the Authority) Utilities Bureau Services

**THE MINISTER FOR THE CABINET OFFICE**

**- and -**

**INSPIRED PLC**

**Services Agreement**

**relating to**

**Provision of Government Property Agency (GPA) Utilities Bureau Services**

**CCEN22A05**

**CONTENTS**

**Clause Heading Page**

Annex 1 – terms and condition…..……………………………………………….7

1 Interpretation 7

2 COMMENCEMENT AND DURATION 12

3 MOBILISATION AND Supply of Services 14

4 ADDITION AND REMOVAL OF SITES 16

5 The AUTHORITY'S OBLIGATIONS 17

6 Charges, Payment and Recovery of Sums Due 17

7 Staff 19

8 Assignment and sub-contracting 20

9 Intellectual Property Rights 20

10 Governance and Records 21

11 Confidentiality, Transparency and Publicity 23

12 Freedom of Information 25

13 Protection of Personal Data and Security of Data 26

14 Liability and insurance 26

15 Force Majeure 27

16 REMEDIES FOR BREACH 27

17 Termination 28

18 Compliance 31

19 Dispute Resolution 33

20 General 34

21 Notices 35

22 Governing Law and Jurisdiction 36

ANNEX 2 - PRICE SCHEDULE 38

ANNEX 3 - STATEMENT OF REQUIREMENTS 42

ANNEX 4 - SUPPLIERS RESPONSE 80

ANNEX 5 - CLARIFCATIONS……………………………………………………………………133

ANNEX 6 - ADDITIONAL TERMS & CONDITIONS (DATA PROTECTION) 152

ANNEX 7 - CHANGE CONTROL FORM 160

ANNEX 8 - ADDITIONAL TERMS AND CONDITIONS (TUPE) 162

**THIS AGREEMENT** is made on                                                    **BETWEEN**

1. **THE MINISTER FOR THE CABINET OFFICE** on behalf of the Crown represented by the Government Property Agency, an executive agency of the Cabinet Office whose registered office is at REDACTED **("The Authority")**; and
2. **INSPIRED PLC** (Registered in **England** No 07639760 whose registered office is at REDACTED **The Supplier")**.

**BACKGROUND:**

1. The Authority is an Executive Agency of the Cabinet Office and is at the forefront of the government's transformation agenda. Working with all UK government departments to help them deliver their business needs and across the nations and regions of the UK.
2. The Authority is rationalising and improving the government estate across the UK, creating shared, sustainable spaces with transformed digital tools and modern workplace services. Driving sustainability to achieve the government's carbon net zero ambition, adopting modern technology, and reshaping services to deliver a revised workplace strategy that is genuinely people-focused. A key component is to transform the way utilities are managed by procuring utilities bureau services as set out in the Statement of Requirements included at Annex 3 of this Agreement.
3. The Authority wishes to appoint the Supplier to provide the utilities bureau services described in this Agreement and the Supplier is willing to provide the same and to accept such appointment upon the terms and conditions of this Agreement.

**THE PARTIES AGREE** as follows:

**ANNEX 1 - TERMS AND CONDITIONS**

# Interpretation

## In these terms and conditions:

|  |  |
| --- | --- |
| 1. "Agreement" | 1. means this contract together with all of its Annexes as from time to time amended or supplemented and as entered into between (i) the Authority acting as part of the Crown and (ii) the Supplier; |
| 1. "Applicable Laws" | 1. means all applicable national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time; |
| 1. "Central Government Body" | 1. means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:    1. Government Department;    2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);    3. Non-Ministerial Department; or    4. Executive Agency; |
| 1. "Charges" | 1. means the charges for the Mobilisation Services, the Services and the Portal as specified in Annex 2; |
| 1. "Change Control Form" | 1. means the form included in Annex 7 to this Agreement; |
| 1. "Change of Control" | 1. means that a person who had Controlled any person ceases to do so, or another person acquires Control of such a person; |
| 1. "Commencement Date" | 1. means [date of the award of the tender to be inserted here]; |
| 1. "Confidential Information" | 1. means all information including commercial, financial, marketing or technical information, know-how, trade secrets or business methods in all cases whether written or oral (however recorded or disclosed), provided by the disclosing Party to the receiving Party which (in entirety or in part) is (i) known by the receiving Party to be secret, confidential or otherwise not publicly available; (ii) marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| 1. "Contract Year" | 1. means each period of 12 months during the Term commencing on the Commencement Date or an anniversary of the Commencement Date; |
| 1. "Control" | 1. means that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly; |
| 1. "Controller" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Data" | 1. shall mean the Personal Data and Special Personal Data provided by the Authority to the Supplier pursuant to this Agreement or which is otherwise Processed by the Supplier on behalf of the Authority pursuant to this Agreement; |
| 1. "Data Protection Legislation" | 1. means:    1. the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;    2. the UK Data Protection Act 2018;    3. the Privacy and Electronic Communications Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020; and    4. any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time; |
| 1. "Data Subject" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Employment Liabilities" | 1. without limitation any costs, claims, demands or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any sub-contractor of the Supplier or the Authority as the case may be; |
| 1. "Exit Transferring Personnel" | 1. means the Staff who are prior to the termination date wholly or mainly employed or engaged in the provision of the Services; |
| 1. "FOIA" | 1. means the Freedom of Information Act 2000; |
| 1. "Force Majeure" | 1. means any event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion; |
| 1. "Good Industry Practice" | 1. means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws engaged in the same type of undertaking as the Supplier; |
| 1. "Information" | 1. has the meaning given under section 84 of the FOIA; |
| 1. "Initial Period" | 1. has the meaning given under clause 2 of this Annex 1; |
| 1. "Intellectual Property Rights" | 1. means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world; |
| 1. "Mobilisation Period" | 1. means a period of 3 months starting on 1 July 2023; |
| 1. "Mobilisation Plan" | 1. means the mobilisation plan to be agreed by the Parties as part of the provision of the Mobilisation Services; |
| 1. "Mobilisation Services" | 1. means the mobilisation services as described in paragraph 6 of the Statement of Requirements included at Annex 3 and as set out in the Mobilisation Plan; |
| 1. "New Provider" | 1. means any replacement supplier nominated by the Authority to provide services similar to the Services following the expiry or termination of this Agreement; |
| 1. "Party" | 1. means the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them; |
| 1. "Personal Data" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Portal" | 1. means the web-based portal to be developed by the Supplier in accordance with the Statement of Requirements included at Annex 3 and used by the Authority to receive the Services and for the purposes of the Agreement any references to "**bureau**" in the Statement of Requirements shall be construed accordingly; |
| 1. "Processing" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Processor" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Records" | 1. means records relating to the provision of the Mobilisation Services and the Services, the calculation of the Charges and/or performance by the Supplier of its obligations under this Agreement as the Authority may reasonably require in any form (including any electronic form); |
| 1. "Request for Information" | 1. has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply); |
| 1. "Service Commencement Date" | 1. means the 1 September 2023 unless amended with the Authority's written consent during the Mobilisation Period; |
| 1. "Services" | 1. means all of the services, other than the Mobilisation Services, that are set out in the Statement of Requirements included at Annex 3; |
| 1. "Service Levels" | 1. means the standards of performance to be met by the Supplier during the Term, details of which are set out in Appendix 4A and 4B to the Statement of Requirements included at Annex 3 as amended from time to time in accordance with the provisions of this Agreement; |
| 1. "Sites" | 1. means the sites listed in the Site List and any references to "**properties**" in the Statement of Requirements shall be construed accordingly; |
| 1. "Site List" | 1. means the latest version of the site list as defined in clause 4.2 of this Annex 1; |
| 1. "Special Personal Data" | 1. shall have the meaning given to it in the Data Protection Legislation; |
| 1. "Specification" | 1. means the requirements for the Portal as set out in the Statement of Requirements included at Annex 3; |
| 1. "Staff" | 1. means all directors, officers, employees, agents, consultants and contractors employed or engaged by the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement; |
| 1. "Staff Vetting Procedures" | 1. means vetting procedures that accord with the UK Government's baseline personnel security standard, Good Industry Practice and, where requested by the Authority, any additional Authority procedures for the vetting of personnel as provided to the Supplier from time to time; |
| 1. "Statement of Requirements" | 1. means Annex 3 of this Agreement; |
| 1. "Term" | 1. means the term of this Agreement as set out in clause 2 of this Annex 1; |
| 1. "Transfer Date" | 1. means the relevant date or dates on which a relevant transfer for the purposes of TUPE takes effect on termination; |
| 1. "TUPE" | 1. means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other applicable legislation in any country which has or is intended to have the same or similar effect; |
| 1. "Utilities Data" | 1. means all data relating to the sites, utilities usage, utilities costs and/or otherwise generated from the provision of the Mobilisation Services and Services during the Term which is stored within the Portal and/or may be required by the Authority after the Term to achieve its ongoing strategic objectives or otherwise carry out its business; |
| 1. "VAT" | 1. means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| 1. "Working Day" | 1. means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

## In these terms and conditions, unless the context otherwise requires:

### references to clauses, annexes and appendices are references to the relevant clauses, annexes and appendices of this Agreement;

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

### the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

### any reference to any legislation or legislate provision or enactment includes reference to that legislation or enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that legislation or enactment; and

### the words "other", 'including' and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

# COMMENCEMENT AND DURATION

## This Agreement shall come into force on the Commencement Date and shall (subject to the provisions for earlier termination set out in this Agreement) be in force for an initial period of 3 years from the Service Commencement Date (the "Initial Period").

## The Authority may, at its discretion, extend the duration of the Agreement beyond the last day of the Initial Period by a maximum period of two calendar years, which can be in the form of:

### one two year extension; or

### up to two one year extensions;

by giving the Supplier 3 months written notice at any time.

# MOBILISATION AND Supply of Services

## In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the:

### Mobilisation Services during the Mobilisation Period; and

### the Services and the Portal from the Services Commencement Date and until expiry of termination of this Agreement;

### to the Authority subject to and in accordance with the terms and conditions of the Agreement including, in particular, the Service Levels.

## The Supplier shall identify, obtain and maintain in force all consents, approvals, authorisations, licences and permissions necessary for the fulfilment of its obligations under this Agreement. The Supplier will, in particular, maintain a robust governance procedure and demonstrate accreditation with a recognised quality management system. The Supplier will hold ISO 9001 certification or equivalent during the Term.

## In supplying the Mobilisation Services and the Services, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate as or have the status of agent or employee of the Authority.

## During the Term, the Supplier shall:

### co-operate with the Authority in all matters relating to the Mobilisation Services and the Services and comply with all the Authority's instructions;

### support the Authority with its achievement of the strategic objectives as set out in paragraph 2.3 of the Statement of Requirements at Annex 3;

### perform (and procure that all Staff perform) the Mobilisation Services and the Services with the highest level of skill, care and diligence and in a good and workmanlike manner in accordance with the provisions of this Agreement including Annex 3 (Statement of Requirements), the Service Levels, Good Industry Practice and all Applicable Laws;

### provide the Mobilisation Services, the Services and the Portal efficiently with the optimum use of all resources so as to provide the Mobilisation Services, Services and the Portal at the lowest reasonably obtainable overall cost and to actively seek ways of reducing costs in order to support the Authority with obtaining value for money for its clients;

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

### comply (and procure that all Staff comply) with all Applicable Laws, safety and security standards and site procedures and any codes or policies provided by the Authority or its clients or any third parties such as landlords and utility service providers;

### ensure that the Mobilisation Services, the Services and the Portal conform with all descriptions and requirements set out in the Statement of Requirements including the Service Levels and the Specification;

### comply with any terms agreed by the Authority with its utility providers, ancillary service providers and/or landlords and not do anything which might result in termination of those agreements; and

### provide all equipment, tools and vehicles and other items as are required to provide the Mobilisation Services, the Services and/or the Portal.

## The Authority may by written notice to the Supplier at any time request a variation to the scope of the Mobilisation Services, the Services, the Portal and/or the Specification. In the event that the Supplier agrees to any such variation, the Supplier will, unless otherwise requested by the Authority, record the terms of the change using the Change Control Form and those changes will be effective when that Change Control Form has been signed by the Authority. If the Authority has (at its sole discretion) instructed the Supplier not to use the Change Control Form, the changes will be effective when approved by the Authority in writing. The Charges shall be subject to fair and reasonable adjustment to be agreed and recorded in the Change Control Form or, where there is not Change Control Form, in writing between the Authority and the Supplier (such adjustment to be based on the rate cards included in Annex 2 (Price Schedule)).

# ADDITION AND REMOVAL OF SITES

## The Supplier acknowledges and agrees that the Mobilisation Services, the Services, and the Portal will be provided in relation to multiple sites which are owned or managed by the Authority and that the volume of the sites will fluctuate during the Term.

## The Authority will provide the Supplier with a list of the sites in respect of which the Mobilisation Services, Services, the Portal are to be provided (the "**Site List**").

## The Authority may add sites to, or remove sites from, the Site List at any time by giving written notice (which may be given by email) to the Supplier. The Parties agree that it will not be necessary to populate and sign a Change Control Form to effect and/or record such changes to the Agreement.

## The Supplier will keep the Site List updated and will regularly, and promptly on request from the Authority, share the Site List with the Authority. The Supplier will provide such information and assistance as the Authority may require in order to verify the accuracy of the Site List from time to time.

## The Parties acknowledge and agree that, when a site is added to the Site List, the Supplier will need certain information from the Authority and the Supplier will need the Authority to provide reasonable assistance in order to carry out certain set up processes. The Authority will, to the extent it is reasonably able to do so, provide such information and assistance provided that the Supplier outlines the set up processes and obtains the Authority's acceptance of the same as part of agreeing the Mobilisation Plan.

# The AUTHORITY'S OBLIGATIONS

## The Authority shall, during the Term, supply the Supplier with such information as the Supplier may reasonably require and cannot otherwise independently obtain to provide the Portal and perform the Mobilisation Services and the Services.

# Charges, Payment and Recovery of Sums Due

## The Charges for the Mobilisation Services, the Services and the Portal shall be as set out in Annex 2 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Mobilisation Services, the Services and the Portal. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Mobilisation Services, the Services and the Portal.

## All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Mobilisation Services, the Services and the Portal.

## The Supplier shall (unless otherwise instructed by the Authority in writing) submit invoices to the Authority by sending an email to: REUK.GPAFinancePayables@Realestate.bnpparibas

## Each invoice shall include a purchase order number (to be confirmed by the Authority upon request) and such supporting information required by the Authority to verify the accuracy of the invoice, including a breakdown of the Mobilisation Services or Services supplied in the invoice period.

## In consideration of the supply of the Mobilisation Services, the Services and the Portal by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid purchase order number. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

## If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Mobilisation Services, the Services and/or the Portal unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.4 of this Annex 1. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19 of this Annex 1.

## If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest on the overdue amount from the due date until payment is made in full at the a rate of 3% above the Bank of England's base lending rate from time to time.

## Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

### provisions having the same effects as clauses 6.3 to 6.7 of this this Annex 1; and

### a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 6.3 to 6.8 of this Annex 1.

### In this clause 6.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## All payments shall be made in Pounds Sterling by electronic transfer to such bank account as the Supplier may from time to time notify the Authority (any applicable charges being at the Supplier's expense).

## If any sum of money is recoverable from or payable by the Supplier under this Agreement or another agreement between the Supplier and the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

# Staff

## Subject to the application of the TUPE and during the Term and for as long as the Supplier continues to provide some or all of the Mobilisation Services, Services and/or Portal, all Staff shall at all times be and be deemed to be employees of the Supplier or the relevant sub-contractor of the Supplier and not of the Authority. The Supplier shall be responsible for the taking of all disciplinary action in respect of the Staff and for paying any salaries, taxes, contributions and charges payable in respect of the Staff.

## The Supplier shall:

### ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

### if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and

### procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.

## If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

### refuse admission to the relevant person(s) to the Authority's and/or the Authority's clients' premises;

### direct the Supplier to end the involvement in the provision of the Mobilisation Services, the Services and/or Portal of the relevant person(s); and/or

### require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

## The Parties agree to be bound by the provisions of Annex 8.

# Assignment and sub-contracting

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

## Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.

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

# Intellectual Property Rights

## All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority or the respective owner of such intellectual property rights but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

## All Intellectual Property Rights in the Portal and any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Mobilisation Services, Services and/or the Portal other than the Utilities Data shall vest in the Supplier.

## All Intellectual Property Rights in the Utilities Data shall vest in the Authority and the Utilities Data shall be the property of the Authority during and after the Term.

## The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Portal, Mobilisation Services and/or the Services.

# Governance and Records

## The Supplier shall:

### provide the Authority with details of the dedicated and named team that it proposes to use to provide the Mobilisation Services, the Services and the Portal. This will include a single point of contact and an account manager who will be authorised to deal with the Authority on a day to day basis in relation to the Agreement;

### attend progress meetings with the Authority at the frequency and times specified by the Authority (or otherwise set out in Annex 3 (Statement of Requirements)) and shall ensure that its representatives are suitably qualified to attend such meetings, In particular, the Supplier shall ensure that its nominated account manager attends (remotely or in person) performance management meetings with the Authority's nominated utilities management and finance team representatives, to be held at least once a month;

### submit financial and progress reports to the Authority at the times and in the format specified in Annex 3 (Statement of Requirements) and/or otherwise reasonably required by the Authority; and

### comply with an escalation process which will include management of a query log for issues raised with third party suppliers and a process for escalating concerns or issues regarding the performance of such third party suppliers to be agreed with the Authority as part of the Mobilisation Services during the Mobilisation Period.

## The Supplier shall, as set out in clause 20 of Annex 3 (Statement of Requirements):

### monitor its performance against the Service Levels at all times during the Term;

### provide a monthly report to the Authority which confirms whether the Service Levels have been achieved during the relevant month;

### in the event that the Supplier has failed to achieve any of the Service Levels, the Supplier will:

#### notify the Authority as part of the latest monthly report and, in any event, within 2 Working Days of such failure;

#### promptly, and within 1 week of such failure, provide the Authority with an action plan and timeline setting out, in detail, how the Supplier proposes to remedy the failure;

#### subject to clause 10.3 of this Annex 1, promptly take all actions set out in the approved action plan within the timeline set out in such approved action plan.

## The Supplier will, on request from the Authority, amend any action plan issued in accordance with clause 10.2.3 of this Annex 1.

## The Supplier shall keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate Records of the Agreement including the Mobilisation Services, the Services and the Portal supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those Records as may be reasonably requested by the Authority in connection with the Agreement. The Authority shall have the right from time to time at its own cost to conduct an audit of those Records and/or the Supplier's operations, facilities, procedures and systems to ensure that the Supplier is complying with its obligations under this Agreement. The Authority shall, for this purpose, be entitled to have access to the Supplier's premises and to any premises of the Supplier's sub-contractors or agents where the Mobilisation Services, the Services and the Portal are being performed during normal working hours on giving reasonable notice to the Supplier for that purpose.

## The Supplier shall, if requested by the Authority, promptly provide a copy of the Utilities Data to the Authority in such format as may be required by the Authority from time to time.

# Confidentiality, Transparency and Publicity

## Subject to clause 11.2 of this Annex 1, each Party shall:

### treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

### not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

## Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

### where disclosure is required by Applicable Law;

### to its auditors or for the purposes of regulatory requirements;

### on a confidential basis, to its professional advisers;

### to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

### where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

### where the receiving Party is the Authority:

#### on a confidential basis to the employees, agents, consultants and contractors of the Authority;

#### on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;

#### to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

#### in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

## The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

## The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Authority.

# Freedom of Information

## The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

### provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

### transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt or less if required by the Authority in order to respond to a Parliamentary question;

### provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify which may be less if required by the Authority in order to respond to a Parliamentary question) of the Authority's request for such Information; and

### not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

## The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Mobilisation Services, the Services and/or the Portal Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

## Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Mobilisation Services, the Services and/or the Portal is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

# Protection of Personal Data and Security of Data

## The Supplier shall, and shall procure that all Staff and subcontractors shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

## REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

## When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time.

# Liability and insurance

## Subject always to clauses 14.1.2:

### the aggregate liability of the Supplier during each Contract Year in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Mobilisation Services, the Services and/or the Portal, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier during the relevant Contract Year; and

### in no event shall the Supplier be liable to the Authority for any indirect or consequential loss or damage.

## Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

### death or personal injury caused by its negligence;

### fraud or fraudulent misrepresentation;

### any other matter which, by law, may not be excluded or limited; or

### any indemnity given under this Agreement.

## The Supplier shall throughout the Term and for a period of six years following termination or expiry have and maintain in force at its own cost such insurance policies as are specified in the Statement of Requirements and as are otherwise appropriate and adequate having regard to its obligations and liabilities under this Agreement (including a) professional indemnity insurance of at least £1,000,000 (one million pounds) per each and every claim and b) cyber security essentials plus certification or equivalent as specified in the Statement of Requirements) and shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with copies of the full policy document for such policies and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Authority when requested to do so in writing by the Authority.

# Force Majeure

## A Party will not be deemed to be in breach of the Agreement nor liable for any delays or failures in performance of their obligations under this Agreement which result from Force Majeure provided that the such Party complies with this clause 15 of Annex 1.

## The Party affected by Force Majeure shall promptly notify the other Party in writing of the matters constituting the Force Majeure and shall keep the other Party full informed of their circumstance and of any relevant changes whilst the Force Majeure continues.

## The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

## If a Force Majeure continues for a continuous period of more than two months, either Party may terminate the Agreement immediately by written notice to the other Party.

# REMEDIES FOR BREACH

## If the Supplier has failed to perform the Mobilisation Services, the Services (or any part thereof) and/or to provide the Portal due to a breach of the Supplier's obligations in this Agreement, the Authority shall be entitled (without prejudice to any other rights or remedies it may have) at its option:

### to require the Supplier to remedy such breach by re-executing the relevant part of the Mobilisation Services or the Services and/or Portal free of charge by the Supplier and the Supplier shall arrange all such additional resources as are necessary to perform the Mobilisation Services or Services in accordance with the Service Levels as early as practicable thereafter and at no additional charge to the Authority; or

### to require the Supplier to repay or credit to the Authority that part of the Charges paid by the Authority to the Supplier relating to the provision of the relevant part of the Mobilisation Services or the Services and/or Portal; and

### to suspend payment of the Charges related to the affected Mobilisation Services, Services and/or Portal until such time as the Supplier recommences the provision of the Mobilisation Services, Services and/or Portal in accordance with the Service Levels; and/or

### to terminate this Agreement in accordance with the provisions of clause 16 of this Annex 1.

# Termination

## The Authority may terminate the Agreement by giving the Supplier 3 month's notice in writing at any time.

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

### (without prejudice to clause 17.2.6), is in material breach of any obligation under the Agreement which is not capable of remedy;

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

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

### has, in two consecutive months, failed to comply with clause 10.2.3 of this Annex 1 or otherwise failed to remedy a Service Level failure within a timeframe set out in the approved action plan issued pursuant to clause 10.2.3 of this Annex 1;

### undergoes a Change of Control;

### breaches any of the provisions of clauses 10, 11, 12 and 18 of this Annex 1;

### suspends or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

### calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up or dissolution of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);

### has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

### has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;

### calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for that party;

### takes any steps in connection with proposing a reorganisation of the party (whether by way of voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise or arrangement or otherwise) or any such reorganisation is effected in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;

### has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;

### has any distress, execution or sequestration or other such process levied or enforced on any of its assets;

### has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in clauses 17.2.6 to 17.2.14;

### ceases or appears in the reasonable opinion of the Authority likely to cease to carry on all or a substantial part of its business; or

### fails to comply with Applicable Law.

## The Supplier shall notify the Authority as soon as practicable of any Change of Control as referred to in clause 17.2.4 or any potential such Change of Control.

## The Supplier may suspend the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.

## Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 7, 9, 10.3, 11, 12, 13, 14.3, 20 and 22 of this Annex 1 and Annex 8 (TUPE) or any other provision of the Agreement that either expressly or by implication has effect after termination.

## Upon termination or expiry of the Agreement:

### the relationship of the Parties will, save as provided in clause 17.5 and this clause 17.6 of this Annex 1, cease and any rights or licences granted by the Authority to the Supplier pursuant to the Agreement will cease to have effect;

### the Supplier shall promptly return (or if instructed to do so by the Authority in writing, destroy) all of the Authority's Confidential Information and all of the Utilities Data in such format as may be required by the Authority and the Supplier shall make no further use of the same;

### the Supplier shall submit its final invoice for the Charges and the Authority shall pay the same in accordance with clause 6 of this Annex 1;

### the Supplier shall comply with the exit management requirements set out in the Statement of Requirements attached at Annex 3 and give such other assistance to the Authority and any New Provider as is reasonably required by the Authority to ensure a smooth and orderly transition of the Services; and

### the Supplier shall comply with its obligations pursuant to Annex 8 (TUPE).

# Compliance

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

### the Official Secrets Acts 1911 to 1989; and

### section 182 of the Finance Act 1989.

## The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

## The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

## If the Supplier or the Staff engages in conduct prohibited by clause 18.2 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:

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

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

## The Supplier undertakes that it:

### has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence");

### has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010; and

### is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

## The Supplier agrees that it:

### has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent persons associated with Supplier (including an employee, sub-contractor or agent or other third party working on behalf of the Supplier or any group company) (an "Associated Person") from committing a Bribery Offence; and

### shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and

### shall not do or permit anything to be done which would cause the Authority or any of the Authority's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and

### shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of Supplier's obligations under this clause 18 of this Annex 1. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

# Dispute Resolution

## The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

## If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1 of this Annex 1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

## If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

# General

## Each of the Parties represents and warrants to the other that it has full capacity and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

## A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) without the prior written agreement of the Parties.

## The Agreement cannot be varied except using the Change Control Form or, if otherwise requested by the Authority (at its sole discretion) in writing and amendments shall only be effective where the Change Control Form has been signed by the Authority or, where there is not Change Control Form, in writing between the Authority.

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

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

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

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

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

## This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

# Notices

## Any notice to be given under the Agreement shall be in writing and may be served in the ways set out below to the addresses set out at the top of Agreement or such other address as the relevant Party may give written notice to the other party for the purpose of service of noticed under this Agreement and the following table sets out the respective deemed time of proof of service:

|  |  |  |
| --- | --- | --- |
| **Manner of Delivery** | **Deemed time of delivery** | **Proof of Service** |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day | properly addressed and delivered |
| Prepaid first class recorded delivery domestic postal service | 9.00am on the second Working Day after posting or at the time and date recorded by the delivery service; | properly addressed prepaid and posted |
| e-mail to:  REDACTED for the Authority. | 9.00am on the first Working Day after sending | despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by prepaid first class recorded delivery postal service in the manner set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission. |

# Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, including claims in tort, from breach of statute or regulation or otherwise shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**IN WITNESS OF THE ABOVE** the Parties have signed this Agreement on the date written at the head of this Agreement.

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of the Authority by  ***[INSERT NAME]***  ***[INSERT JOB TITLE]***  ***[INSERT COMPANY NAME]*** |  |  |
| **SIGNED** for and on behalf of the Supplier by  ***[INSERT NAME]***  ***[INSERT JOB TITLE]***  ***[INSERT COMPANY NAME]*** |  |  |

**ANNEX 2 - PRICE SCHEDULE**

REDACTED

**ANNEX 3 - STATEMENT OF REQUIREMENTS**

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCEN22AO5 – Provision of Government Property Agency (the

Authority) Utilities Bureau Services

**CONTENTS**

1. [PURPOSE 3](#_TOC_250020)
2. [BACKGROUND TO THE CONTRACTING AUTHORITY 3](#_TOC_250019)
3. [OVERVIEW OF THE ESTATE AND ARRANGEMENTS 4](#_TOC_250018)
4. DEFINITIONS 6
5. SCOPE OF REQUIREMENTS 7
6. [MOBILISATION 8](#_TOC_250017)
7. [ONBOARDING AND OFFBOARDING OF PROPERTIES 9](#_TOC_250016)
8. [MANAGEMENT OF UTILITY AND ANCILLARY SERVICES 10](#_TOC_250015)
9. [DATA COLLECTION AND BILL VALIDATION 13](#_TOC_250014)
10. BUDGETING, FORECASTING AND ACCRUALS 15
11. [NET ZERO AND SUBJECT MATTER EXPERT INPUT 16](#_TOC_250013)
12. [INTEGRATION 17](#_TOC_250012)
13. [REPORTING 17](#_TOC_250011)
14. [PORTAL - FUNCTIONAL REQUIREMENTS 19](#_TOC_250010)
15. [NON-FUNCTIONAL REQUIREMENTS 20](#_TOC_250009)
16. [CONTINUOUS IMPROVEMENT 22](#_TOC_250008)
17. [SOCIAL VALUE 22](#_TOC_250007)
18. [STAFF AND CUSTOMER SERVICE 22](#_TOC_250006)
19. [QUALITY ASSURANCE AND PERFORMANCE MANAGEMENT 23](#_TOC_250005)
20. [SERVICE LEVELS AND KEY PERFORMANCE INDICATORS 23](#_TOC_250004)
21. [PAYMENT AND INVOICING 24](#_TOC_250003)
22. [CONTRACT MANAGEMENT 24](#_TOC_250002)
23. [EXIT MANAGEMENT 25](#_TOC_250001)

[APPENDICES 26](#_TOC_250000)

1. **PURPOSE**
   1. Formally established on 1 April 2018, the Government Property Agency is an Executive Agency of the Cabinet Office.
   2. The Authority, as defined in the Agreement, is at the forefront of the government’s transformation agenda. Working with all government departments to help them deliver their business needs and across the nations and regions of the UK.
   3. The Authority is rationalising and improving the government estate across the UK, creating shared, sustainable spaces with transformed digital tools and modern workplace services. Driving sustainability to achieve the government’s carbon net zero ambition, adopting modern technology, and reshaping services to deliver a revised workplace strategy that is genuinely people-focused.
   4. A key component is to transform the way utilities are managed and procuring utilities bureau services is a key component in this regard. By providing operational support to ensure robust utilities management across the government estate, giving accurate data and technical insight that supports their netzero projects to reduce consumption and helps to deliver on sustainability and soft landings commitments.
   5. Furthermore, streamlining payment processes to ensure utilities are billed correctly in line with contracted rates and actual consumption. All billing errors are queried and corrected, and value for money is achieved for the Authority’s clients.
2. **BACKGROUND TO THE CONTRACTING AUTHORITY**
   1. The Authority is an enabler for the delivery of Civil Service transformation, and the government’s priorities for strengthening the Union. Partnering with numerous government departments across the regions of the UK as property professionals and trusted advisors, to help them meet their strategic goals.
   2. The Authority is rationalising and improving the estate, creating shared, sustainable spaces with transformed digital tools and modern workplace services. The Authority has a real opportunity to make a significant difference to places, and the perceptions about the way we work. The Authority is driving sustainability to achieve the government’s carbon net zero ambition, utilising modern technology, and reshaping our services to deliver a more efficient workplace strategy that is truly people-oriented.
   3. The Authority’s strategic objectives are to:
      1. improve the efficiency and effectiveness of the government estate;
      2. manage the government property portfolio strategically to realise benefits that departments cannot achieve on their own;
      3. bring commercial expertise to government property to maximise capital receipts from the disposal of surplus assets and releasing land for productive use, including housing;
      4. provide innovative and flexible property solutions to support departments in business change and workforce transformation;
      5. improve working environments, supporting new ways of working, driving productivity and engagement; and
      6. create a centre of expertise for property in government.
   4. The Authority’s strategic outcomes are to help transform the civil service, promote regional growth, contribute to net zero and achieve better value in the civil service estate. The utilities bureau service is to offer operational support and provide insight that supports the Authority’s commitment to net zero and sustainability targets as well as utilities consumption reduction programmes.
3. **OVERVIEW OF THE ESTATE AND ARRANGEMENTS**
4. **The Estate**
   1. The current property portfolio is 246 sites which is set to grow within the next 2-3 years to 600+.
   2. The majority of growth will be through the transfer of the Authority’s clients’ (other government agencies) existing office estates to the Authority. In these instances the utility arrangements will be novated to the Authority.
   3. In support of levelling up, the Authority has a hubs programme, replacing old poor condition buildings with new or refurbished sites across the UK. Therefore, whilst the overall number of properties within the portfolio is

anticipated to increase year on year, the properties within the estate will fluctuate. This will be driven by operational and client needs.

* 1. Over the next three years the Authority is anticipating the transfer of 100+ properties per year from its clients, this may be individual sites or in tranches of up to 80+ sites, and 7 new hubs. 19 are scheduled for disposal, at present, however more may be removed from incoming estate. The timing of transfer of sites is not fixed and will be dependent on client and operational requirements. Figures provided, in appendix 1, are for information purposes and are subject to change. The Supplier will be required to manage all sites within the Authority’s portfolio and to accommodate any changes as and when they are required.
  2. In addition to the office and warehouse estate, the Authority manages a private heat network, the Whitehall District Heat Systems (WDHS) providing hot water and heat. The WDHS also has a power back up system for all properties within the network. The WDHS serves 18 properties mainly from October to April of each year. The Supplier will be expected to collate and report on meter reads, consumption and spend data from the WDHS for sites within the network.

1. **Utilities arrangements**
   1. Utilities arrangements vary across the estate and may be contracted and billed directly from providers or indirectly via FM providers, other government bodies, local authority or landlords/managing agents. Additionally some clients have retained the administration of the utilities and manage these themselves or via their contracted FM Providers or bureau services.
   2. Where possible the Authority looks to contract directly with utility providers and ancillary service providers, under our own umbrella frameworks and contracts. However, as the estates are transferred from clients, the Authority may have to adopt the existing contract arrangements until such times as they can be brought under the Authority’s own arrangements.
   3. A proportion of the estate’s utilities have been retained by the landlord or their agents. This is typically in multioccupancy sites where the Authority only partially occupies the property. The Authority will look for the utility bureau services to collate data and validate invoices to the extent possible, liaising directly with the landlords where necessary.
   4. Where clients have retained the bureau will be expected to collect and report on utilities consumption and spend for these sites. However, bill validation will

not be required until the contracting and administration transfer to the Authority.

* 1. The majority of the Authority’s estate will have had no prior bill validation in place. The bureau will be expected to work with the utilities providers and relevant 3rd party providers to collate 24 months of historical consumption and spend data. The Supplier will be expected to validate this data when importing into the Portal.
  2. In September 2023, the Authority will implement its Workplace Services Transformation Programme (WSTP). The utilities on sites which are currently managed by FM providers under pre-existing contracts with other government agencies will transfer the utilities contracts to the Authority and the administration will be moved into the bureau. The Supplier will be required to manage this transition as part of the services to be provided under the Agreement.
  3. Appendix 1 provides an overview of the estate and current contracting arrangements.

1. **DEFINITIONS**

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| AMR | Automated meter reading device. |
| API | Application programming interface, used to allow two or more computer programmes to interact. |
| BIM | Building information modelling. The process for specifying, creating, and managing digital information about a built asset. |
| B2IM | Functional model for asset information to enable alignment of BIM information models with facilities management and operational data. An example is available in Appendix 5. |
| CCS | Crown Commercial Services, responsible for leading on procurement policy on behalf of the UK government. |
| DC/DA | Data Collector/Data Aggregator, responsible for retrieving, validating and processing metering data and sending it to the supplier for settlement and billing purposes in line with industry requirements. |
| DNO | Distribution network operators manage the electric power distribution system which delivers electricity to end users. |
| FOI | Freedom of Information Request which provides public access to information held by public authorities under the Freedom of Information Act 2000. |
| LOA | Letter of authority. |
| MOP | Meter operator, responsible for fitting, operating and maintaining electricity meters. |

|  |  |
| --- | --- |
| PMQ | Parliamentary Questions, questions from MPs in the House of Commons to the Prime Minister. |
| The Authority | Government Property Agency. |
| TLS | Transport Layer Security. Provides security, including privacy (confidentiality), integrity, and authenticity through the use of cryptography, such as the use of certificates, between two or more communicating computer applications. |
| WSTP | Workplace Services Transformation Programme . |

1. **SCOPE OF REQUIREMENT**
   1. The Supplier will provide the Services across the UK; England, Scotland and Wales, and Northern Ireland. The utilities covered by the Services are; Electricity, Gas, Water, Heat and other Fuels.
   2. The scope of the Services includes, but is not limited to the following general requirements which the Supplier will fulfil as more specifically detailed within Sections 6-15 below:
      1. to create and maintain an accurate asset list and database of the Authority’s estate. A breakdown of the current estate and the numbers and types of meters is available in appendix 1: Overview of Estate and volumes;
      2. to take over administration for the Authority’s utility supplies, providing day to day account management and engagement with the Authority’s utility providers and other 3rd party utility supply chain partners (MOP, DC/DA, landlords, gas and water loggers, etc.) on behalf of the Authority;
      3. collate 24 months of historic utility data and contract information, validating historic invoices as they are loaded into the Portal;
      4. collate and maintain half-hourly consumption data from all meters where available;
      5. collate and maintain manual and automated meter readings from the Authority’s suppliers, ensuring they are provided on a regular basis back to the utilities providers for billing purposes;
      6. collate and maintain sub-meter data for specific interventions, which impact on the building performance i.e. tracking energy generated on site via PV panels or wind, and monitoring consumption of Electric Vehicle (EV) charge points where applicable;
      7. validate all bills, ensuring 100% accuracy, querying and rectifying discrepancies with the utility provider;
      8. provide accurate management reports relating to energy (electricity, gas, fuel) and water consumption and spend to be delivered in a readable format on a regular schedule;
      9. provide a user friendly portal, allowing the Authority’s users to filter live data and reports, filtering and querying as required;
      10. provide rapid response to ad-hoc reports when requested, enabling the Authority to respond to FOI requests within 2 Working Days and or PMQ questions within 1 Working Day;
      11. provide yearly budgets and quarterly forecasts for properties within the estate, liaising with the property finance team to confirm;
      12. integrate with the Authority’s computer systems, providing data in required formats to enable payments and reporting to take place outside of the bureau;
      13. manage the onboarding and offboarding of utility contracts as properties come into or leave the estate; and
      14. provide subject matter expertise and advice to the Authority.
   3. Not in Scope:
      1. Tenant Billing.
      2. Procurement of the utilities and associated ancillary services including but not limited to Meter operator services (MOPs), Data Aggregator and Data Collector (DA/DC) and Automated Meter Readings AMR). The majority of the energy, water and ancillary services are procured under the Crown Commercial Services

(CCS) or other public sector frameworks and will not be required as part of the Services.

* + 1. The Authority has a sub-metering programme to support their net zero interventions. At present there is no intention to integrate this with the utilities bureau, other than specific interventions as outlined above (5.2.6).

1. **MOBILISATION**
   1. It is anticipated that a Mobilisation Plan of up to 3 months will be prepared by the Supplier and approved by the Authority as part of the Mobilisation Services and during the Mobilisation Period which precedes the Service Commencement Date.
   2. The Supplier will as part of preparing the Mobilisation Plan and as a minimum:
      1. prepare and agree with the Authority a final version of the draft Mobilisation Plan in accordance with the Instructions to Tenderers;
      2. configure the Portal to reflect the Authority’s estate, in a manner to enable efficient ongoing processing of data and reporting, aligned to the Authority’s data model convention (B2IM);
      3. allow properties to be identified by property reference number;
      4. obtain details of the existing utility supply contracts, meter points, data points and sites, along with the latest site / asset list;
      5. import historical data, where available, into the system and validate this information against the latest Authority’s site / asset list and its 3rd party providers, identifying and correcting any anomalies prior to go-live; and
      6. build and configure standard payment files, budgets, forecasts and reports, as defined by and developed with the Authority.
   3. Throughout the Mobilisation Period and in the early stages of the Agreement, the Supplier will be required to share data with the Authority in a standard file format to be directly uploaded into the Authority’s other software systems.

Within the first Contract Year, the Authority will be implementing an integration layer as outlined in section 12: Integration.

* 1. During the Mobilisation Period the Supplier will be required to incorporate all existing directly contracted and landlord managed utilities across the estate. In September 2023, the Authority is anticipating the transfer of 80+ sites from another Government department as well as commencing the WSTP. If mobilisation is still underway at this time, the transfer of sites and WSTP will form part of the mobilisation. The Supplier should allow for these additional sites and the transfer of all contracts within the Mobilisation Plan.
  2. Sites where the utilities arrangements are retained by the client or arrangements are unknown will not be included in the Mobilisation Plan, however the Supplier will be expected to work closely with the Authority over time to transition these sites to the Authorities contracts and incorporate within the Services and the Portal in accordance with the Agreement.

1. **ONBOARDING AND OFFBOARDING OF PROPERTIES**
   1. During the Term, it is expected that a number of new properties will pass into the estate. These properties may be transferred individually, or as part of a large-scale migration of 50-100 properties at a time. For each property, the Supplier will be required to:
      1. take over the administration of utility bills and arrange for the novations and change of tenancies as needed;
      2. if the provider is not a registered supplier for the Authority, arrange for a new supplier form to be completed and submitted to the Authority’s P2P team for approval and setup;
      3. provide opening meter readings to the provider, liaising with third parties if necessary to gather manual readings;
      4. where necessary in the Authority’s opinion, transfer the utilities contract to the Authority’s contracted providers; the timing of which will need to be agreed with the Authority;
      5. review and where necessary in the Authority’s opinion revise the initial utility budget which will be created against the property by the property partner.
         1. The budget will be approved by the Property finance team in the same way as the regular yearly budget, as

described in section 10: Budgeting, Forecasting and Accruals.

* 1. Where available, 24 months of historical utility bill data should be gathered, validated and uploaded into the system as the sites are brought into the estate.
  2. The Supplier will be expected to liaise with the utility provider and other third parties to gather data. The Authority will assist in obtaining LOA where necessary.
  3. Where properties leave the Authority’s estate, the Supplier must:
     1. inform utility provider of the exit date which will be provided by the property partner;
     2. where necessary, liaise with the property partner to gather final meter readings, submitting these to the utility provider;
     3. validate the final utility bills; and
     4. maintain the inactive property in the system for the life of the contract, or for seven years unless agreed with the Authority for the record to be removed.

1. **MANAGEMENT OF UTILITY AND ANCILLARY SERVICES**

During the Term the Supplier shall:

* + 1. manage the general account administration and day to day activity of the utilities providers and ancillary suppliers of MOP, DC/DA, gas and water data loggers;
    2. facilitate contract management meetings, between the Authority and the utility providers, these may be monthly or quarterly as well as, any additional ad hoc meetings as required;
    3. manage all utilities changes with respect to the Authority’s estate including but not limited to: new connections/ disconnections, new meter or data logger installations, disconnection notices, change of tenancies, and any other supplier correspondence, final accounts and final meter readings;
    4. oversee the management and maintenance of meters and data loggers, adding, removing and replacing as necessary and liaising with utility suppliers and/or third parties to arrange access for any maintenance work to take place; and
    5. monitor Data Collection and Data Aggregation (DC/DA) and data loggers, ensuring data is collected into the bureau and issued to the utilities providers.
  1. **Other 3rd Parties:**
     1. The Supplier must:
        1. work closely with the Authority’s property partner to provide reports and data as required;
        2. work with the Authority’s performance partner, raising requests when access for maintenance of meters or unscheduled meter reads are required at sites;
        3. Liaise with other members of the Authority’s supply chain, for example Facilities Management companies as required.
        4. Liaise on behalf of the Authority with District Network Operators (DNOs), Water Wholesalers and the National Grid on any issues arising in relation to supply, i.e. connections/disconnects, capacity availability arranging for any changes or works to be carried out if needed.
        5. A list of contracted third parties are available in Appendix 2.
  2. **Landlords and their Agents**
     1. The Authority’s estate consists of a number of sites where we occupy and lease only part of a building on behalf of clients. Utilities in these sites are usually contracted and managed by the landlord or their agents. Depending on the utilities arrangements on site the Authority may be billed:
        1. on actual consumption of the client by means of submetering; or,
        2. by apportionment of the utility’s charges based on the percentage of the building they occupy; or
        3. by a single charge for all utilities.
     2. The Supplier must collate and validate landlord bills to the extent possible. The Supplier will be expected to gather from the landlord all information that the landlord is contractually obligated to provide, but will not be expected to manage the landlords.
     3. Landlord invoices will be paid by the property partner and invoices along with any backing data forwarded to the Supplier individually after they arrive.
     4. The Supplier will validate the invoices.
     5. Failed validation checks will be directly queried with the landlord.
        1. Should the query be unresolved, the Supplier will escalate with the property partner to resolve.
        2. If there is not sufficient information to determine that a payment cannot be validated, the Supplier will liaise with the property partner to gather more backing data from the landlords.
     6. There will be occasions where the Landlord will rebill the Authority. On such occasions, the Supplier will work with the property partner to gather any backing data and validate these bills as they arise.
  3. **Compliance**

The Supplier shall, during the Term:

* + 1. monitor the performance of utilities providers and other 3rd party suppliers, ensuring they are fulfilling their contractual and legal obligations to ensure compliance as required, including but not limited to meter inspections and replacement of life expired meters; and
    2. monitor emerging changes to utilities-related legal compliance and report to the Authority for inclusion in its legal register and compliance processes.
    3. A list of key contractual arrangements and providers can be found in Appendix 2.

1. **DATA COLLECTION AND BILL VALIDATION**
   1. For all invoices, the Supplier must be able to:
      1. receive, process and validate all electronic invoices and provide a payment file within 1 working day and PDF invoices within 3 working days.
      2. at a minimum, the validation checks must validate:
         1. bills cover the correct time period and are continuous with previous bills;
         2. billed consumption matches actual consumption, and are continuous with previous bills;
         3. estimated consumption figures are consistent with actual consumption readings, and are continuous with previous bills;
         4. blls are correctly calculated against the tariff;
         5. fixed costs are correct;
         6. all additional costs i,e, power factor, capacity, DC/DA and MOP are correct and applicable;
         7. any taxes, discounts or other calculations are correctly applied; and
         8. the correct properties and supply points are being billed, and those bills are the Authority's responsibility.
   2. **Directly Supplied Utilities**

The Supplier will:

* + 1. Import automated half hourly meter readings provided by utility providers, the Authority’s data collector & data aggregators (DC/DA), and data logger supplier(s).
    2. For supplies which are not automatically metered - collate and verify manual monthly meter readings, provided by the Authority’s supply chain members and other third parties (i.e. utilities providers), which will be provided in a standard spreadsheet format, forwarding these readings onto the utility provider:
       1. Where no manual read is given, and estimated bills are produced, the Supplier should chase the responsible person to seek an actual reading;
       2. If an estimated bill is issued in two consecutive months, or if invoiced consumption does not match the meter readings, the Supplier will arrange for the property partner to collect a new reading.
    3. The Supplier must be capable of recording the volume of energy used by buildings which have been transferred through the Whitehall District Heating System, receiving this data through manual readings.
    4. The Supplier will provide consolidated payment files to the property partner on a weekly basis and in the required format to be imported to the Horizon payment system. The exact formatting of these files will be agreed during the mobilisation phase.
    5. The Supplier will provide PDF copies of invoices to be sent alongside payment files, to be organised by property and date.
  1. **Landlord Supplied Utilities**
     1. Landlord invoices will be paid by the property partner before being forwarded with any backing data to the Supplier. These will be sent individually in PDF format as and when they arrive.
     2. The Supplier will validate landlord invoices as much as possible with the backing data supplied, and will follow the same query process as with any other invoice, raising queries directly with the landlord as well as the property partner.
     3. Where a landlord bill cannot be validated due to a lack of backing data, the Supplier will engage with the landlord to obtain the required data, in line with point 9.3.2.

|  |  |  |
| --- | --- | --- |
|  | 9.3.4 | The Supplier will create a monthly report of landlord queries, outlining which cannot be validated due to lack of data. |
| **9.4** | **Ancillary** | **providers invoices** |
|  | 9.4.1 | Validating 3rd party ancillary providers invoices, correcting all errors and arranging for the issue of a corrected invoice to the Authority for payment. Validation shall include but not be limited to checking the correct properties are invoiced against and the unit rates correspond with the agreed tariffs. |
| **9.5** | **Queries** |  |
|  | 9.5.1 | All bills which fail validation should be queried and the query added into a query log. |
|  | 9.5.2 | If the bills are within agreed tolerances, the Supplier will ensure that any query will be raised but the payment will still be approved and any mitigations applied to subsequent bills. |
|  | 9.5.3 | When invoices fail a test outside of an agreed tolerance, the Supplier will put a hold on the payment and immediately inform the Authority and property partners, providing any reasons for the variance. |

9.5.3.1 The Supplier will liaise with the Authority’s asset manager to determine whether the payment can be paid, or if the query should be escalated.

* + 1. The Supplier will maintain a log of active and closed queries, to include the following information:
       1. details of the failed check(s).
       2. an estimate of any billing error.
       3. full details of progress of the query.
    2. The Supplier must demonstrate weekly action to close any open queries.
    3. All queries must be closed or escalated to the Authority within four weeks unless agreed otherwise with the Authority.
    4. The Supplier will liaise with the respective utility provider to ensure overpayment, underpayment or inaccuracies are adjusted on the next invoice or as soon as possible thereafter.
    5. The Supplier will escalate queries to the Authority where required for query resolution, or where queries remain unresolved.

1. **BUDGET, FORECASTING AND ACCRUALS**
   1. The Supplier will prepare annual budgets and subsequent quarterly forecasts, for each supply point using the following inputs:
      1. latest Authority estate asset list;
      2. forecast consumption profiles for the relevant period derived from weather-adjusted historical consumption data, modified to take account of any planned changes resulting from operational activity, change of tenancy or energy efficiency initiatives; and
      3. forecast utility rates that provide an estimate of the future unit rates and standing charges derived from applying the Supplier’s subject matter expertise to current contractual charges, liaising where necessary with the providers.
   2. Draft budgets must be produced by the Supplier in collaboration with the property finance team, and provided to the Authority and property partners to be reviewed by no later than 1st September of each Contract Year, unless instructed otherwise with the Authority.
   3. A final budget will be prepared by the Supplier in collaboration with the property finance team, and be provided to the Authority and property partners by no later than 1st December of each Contract Year, unless instructed otherwise by the Authority.
   4. Forecasts to be provided by the Supplier within two weeks of the end of each financial period during the Term, which consist of April, July, October, January.
   5. The Authority reserves the right to amend any of these financial periods in future.
   6. Accruals must be measured against known consumption and contract information where available.
   7. The Supplier will provide utilities market intelligence input into budget forecast update reports and review meetings.
   8. The Supplier will provide budget forecasts for new hub sites. Where the Authority has no historic consumption data the Supplier will use their own subject matter expertise, as well as data relating to sites of a similar profile (age, size, location, no of occupants). Forecasts will be required for sites under refurbishment (Category B works) and occupied).
   9. For sites transferring from clients an initial budget will be created by the Property Partner, based on historical data. The Supplier should review and where necessary amend the budget using their own subject matter expertise, as well as data relating to buildings of a similar profile (age, size, location) to create a more reliable budget.
2. **NET ZERO AND SUBJECT MATTER EXPERT INPUT**
   1. The Supplier is expected to provide subject matter expertise to the Authority. and help identify areas where savings and efficiencies may be made to help the Authority achieve its net zero goals and reduce operational costs. These should include but not limited to:
      1. monthly reviews of contract arrangements, spend and consumption, analysis of meter and metering arrangements, supply capacity. To be reported at monthly contract meetings;
      2. market intelligence legislative and regulatory changes and impact on utility price market prices; and
      3. periodic input and guidance, to assist the Authority in developing its strategies and policy. This will for example include strategies for Greening Government Commitments and setting Net Zero Carbon targets, ‘green energy’ options such as REGOs or metering arrangements. These will be requested as and when required by the Authority.
   2. From time to time the Authority may require additional consultancy services, over and above what is included in this requirement. This may include support of developing netzero programmes, advising on Power Purchase Agreement, procuring UK ETS or surveys.
      1. Any such consultancy must be agreed in advance with the Authority. Work should only commence on receipt of a purchase order; the Supplier will be at risk if they commence work prior to a purchase order being in place.
      2. All rates must be charged as per the schedule of rates submitted with the Suppliers tender unless otherwise specified in the Agreement.
      3. If required to access sensitive sites or data, additional security checks on the staff providing the service may be required, this will be discussed and agreed before any works are agreed.
3. **INTEGRATION**
   1. The Supplier must provide:
      1. Payment files in a format to be imported directly into the Authority’s property management system, Horizon.
      2. Utilities budget in a format to be shared with the Authority’s property partner, BNPPRE.
      3. Utilities forecast in a format to be imported directly into the Authority’s budgeting and forecasting system, Anaplan.
   2. The Supplier must be able to import a list of monthly meter readings provided in spreadsheet format into the bureau.
   3. Within the first Contract Year, the Authority will be introducing an integration layer throughout its systems.
      1. The Supplier’s system must be able to integrate with the integration layer as depicted in Appendix 3 - Data Integration Map.
      2. The Supplier’s system must support API (application programming interfaces) to interact with the Integration layer and support secure TLS protocols to secure data in transit over the web.
      3. The Supplier’s system must support modern architecture patterns whilst integrating with the Authority’s systems.
      4. The Supplier must allow the data in its system to be exported in a raw form and in preconfigured reports into the Authority’s data warehouse.
   4. For a detailed view of the integration of bureau services with other GPA systems and the associated data flow, see Appendix 3 - Data Integration Map.
4. **REPORTING**
   1. The Supplier will be required to publish regular reports as agreed with the Authority.
   2. As a minimum, the Supplier must provide the following reports to the Authority, in accessible spreadsheet formats or with graphical representation:

|  |  |
| --- | --- |
| **Financial Reports** | **Frequency** |
| Invoice Report (An aggregated report detailing all invoices passed for payment) | Weekly, Monthly, Annually |
| Formal Annual Budget Forecast (whole estate and individual property) - draft and final | Annual - Sept & Dec |
| Quarterly forecast and budget reconciliation report | Quarterly |
| Cost, Consumption and Accruals (per property) | Monthly, Annually |
| **Contract Management Reports** |  |
| Monthly activity report including: Number of sites and meters being actively managed, invoices received & validated, status of COT and novations and disposals, status of MOPs/AMR, KPIs/SLA’s | Monthly |
| Monthly landlord reports, number of invoices/site validated, level of validation achieved (full, partial or not able to validate), queries log, number sites | Monthly |
| Meter Reading Completeness/Accuracy Report (including estimated bills) | Monthly |
| Data Accuracy and Completeness (actual, estimated, accrued) | Monthly |
| Accuracy of property database (differences between the Suppliers database and the Authority’s asset register) | Quarterly |
| Utility Bill Validation Queries - direct and landlord (open, closed, values) | Monthly |
| Utility Bill Validation Cost Avoidance Report (savings) | Monthly |
| **Consumption Reports** |  |

|  |  |
| --- | --- |
| Utility Consumption Report (kWh for electric and gas, m3/ for water, other fuels kWh) - per site & utility | Monthly, Quarterly Annually |
| Utility consumption report Q or Q, and year on year, per site and supply type (REGOs, Renewable, Zero Carbon (Nuclear) or standard | Quarterly, Annually |
| Performance League Table of the Estate (kWh/m2/yr). Per property with monthly average consumption, covering all utilities on site | Monthly |
| Consumption against benchmarks (against historic data sets) | Monthly, Quarterly, Annually |
| Weather adjusted consumption per site per utility | Monthly, Annually |
| Maximum Demand vs. Available Capacity, Reactive Power | Quarterly |
| **Ad Hoc Reports** | **within 3 working days** |

1. **PORTAL - FUNCTIONAL REQUIREMENTS**
   1. The Supplier must provide a web-based portal to enable the Authority to access data and other portal functionality.
   2. All data held in the system must be accessible via the portal within the working hours described in section 15: Non-functional requirements.
   3. The Portal must be capable of producing dashboards, providing charts, graphs and heatmaps of the relevant data to each user, based on their role and viewing permissions.
   4. The Authority operates following B2IM naming conventions. All buildings, meters and other named objects must follow these naming conventions within the Portal.
   5. The Portal must be capable of producing the following data on demand for each supply point:

Rota Disconnection Code

Site Reference

|  |  |
| --- | --- |
| Site Name | Contracted Supply (Direct or Landlord) |
| Supply Point Identification | Provider |
| Meter Type (Half-hourly, AMS manual) | Account Number |
| Meter Operator | Contract terms |
| Meter code of practice | Date the Authority took over supply |
| Meter means of communication | Cost per KwH |
| Supply Capacity (KvA) | Type of Supply (Renewable, carbon zero for business, standard) |
| Voltage (V) | Status (Live, transferring, exiting) |
| Current (A) | Energy performance Certificate rating |

* 1. The portal must be capable of producing the following live reports aggregating data by supply point, site, town, region, country and UK wide on demand and by defined time periods:

|  |  |
| --- | --- |
| Half Hourly consumption (where available) | Consumption by fuel type split |
| Consumption over time | Consumption vs benchmark |
| Maximum demand (KW & KVA) |  |

* 1. The Portal must have the facility to search all data by but not limited to: property name, property reference, supply point reference, location.
  2. The Portal must have the function to filter list data by: date, region, property, meter number, supplier, time.
  3. The Supplier must provide portal access to all users (unlimited) nominated by the Authority.
  4. The Portal must be able to send email alerts when user defined criteria is met (For e.g. consumption is higher or lower than an agreed tolerance level).
  5. All data held in the Portal will remain the property of the Authority at all times and will be provided to the Authority upon request and upon termination as specified in the Agreement.
  6. Any training necessary will be provided to ensure the Authority will have the ability to exploit the full functionality of the Portal.

1. **NON-FUNCTIONAL REQUIREMENTS**
   1. The Portal must be cloud hosted, in line with the government's Cloud-First technology principle to technology solutions. See <https://www.gov.uk/guidance/government-cloud-first-policy>
   2. The Portal must adhere to cloud security principles. See <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>
   3. The Portal must be accessible to all users, including people with disabilities. The design will incorporate and meet WCAG 2.1 AA Accessibility Standards.

See

<https://www.gov.uk/service-manual/helping-people-to-use-your-service/unders> [tanding-wcag](https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag)

* 1. All of the data within the Portal will be classified as OFFICIAL.
     1. The Supplier’s staff assigned to the Contract shall have Baseline Personnel Security Standard (BPSS) clearance as a minimum.
     2. For further details of how to handle OFFICIAL data, see [https://assets.publishing.service.gov.uk/government/uploads/system](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf)

[/uploads/attachment\_data/file/715778/May-2018\_Government-Secu](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf) [rity-Classifications-2.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf)

* 1. The Portal must include rights based access and segmentation of data, allowing users to see only the data which they have a right to see, following the principle of Least privilege.
  2. The Portal should comply with the General Data Protection Regulation (GDPR) regarding any personal data in the system.
  3. The location of servers where data is stored must be in the UK or Europe, unless otherwise agreed with the Authority.
  4. The Portal must support secure access in read only mode for the Authority’s users.
  5. The Portal must support secure login technologies, such as single sign on or multi factor authentication.
  6. The Portal must provide audit tracking features that identify the specific changes made to a record, the individual who made the changes and a date/time stamp.
  7. The Authority should have sight of audit logs at all times, ensuring any changes to data are visible.
  8. The Portal must support seamless maintenance, upgrades, version releases, bug fixes, enhancements, to minimise downtime.
  9. The Portal and any support services, such as the helpdesk, must be available during working hours, defined as the hours between 09:00 and 17:00, Monday to Friday, excluding British public and bank holidays.
  10. All data stored within the Portal must be maintained for a minimum of seven years.
  11. All data in the Portal must be backed up on at least a monthly basis, with the capability to restore data to the previous backup within 1 hour.
  12. The Supplier must have and be able to share with the Authority, Business Continuity Management (BCM) and Disaster Recovery (DM) plans.
  13. The Portal must be compatible with all major web browsers such as Microsoft Edge, Mozilla Firefox and Google Chrome.

1. **CONTINUOUS IMPROVEMENT**
   1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Term.
   2. The Supplier should present new ways of working to the Authority during quarterly contract review meetings.
   3. Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented and must be made in accordance with the processes set out in the Agreement.
2. **SOCIAL VALUE**
   1. The Supplier shall ensure that the Authority’s social value requirements are met in line with the [GCF Social Value Model](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf) throughout the Term.
   2. In order to support the Authority in its duty to meet the requirements under the Social Value Model’s Theme 3 (Fighting Climate Change), the Supplier shall deliver additional environmental benefits in the performance of the Agreement and/or Influence environmental protection and improvement.
   3. The Supplier will submit their social value plan as part of the tender submission and report back on progress and outcomes as part of management reporting to be reviewed and discussed at the contract management meetings.
3. **STAFF AND CUSTOMER SERVICE**
   1. The Supplier shall be required to work closely with:
      1. The Authority’s authorised representatives and additionally as required with other departments within the Authority, including but not limited Commercial, Capital Projects, Property Finance, Workplace Services. in support of project and/or operational delivery; and
      2. The Authority’s partner as required in delivering the service including but not limited to property partner, performance partner, FM providers .
   2. The Supplier shall provide a sufficient level of resource throughout the Term in order to consistently deliver a quality service.
   3. The Supplier’s staff assigned to the Services shall have the relevant qualifications and experience to deliver the Agreement to the required standards as set out in the Agreement.
   4. The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Term.
   5. The Supplier shall provide a named account manager, accessible to the Authority’s Utilities Team during the working hours described in section 15: Non-functional requirements.
   6. The Supplier shall provide a first line support desk, accessible to all users via dedicated email during the same hours.
   7. Account Managers and Support Desk shall respond to all queries within 1 working day. Simple queries to be responded to in 1 Working Day, reports to be provided within 3 Working Days.
4. **QUALITY ASSURANCE AND PERFORMANCE MANAGEMENT**
   1. The Supplier will be contractually and commercially managed by the Authority’s utilities lead who will manage the day to day supplier relationship and the performance of the Agreement.
   2. The Supplier must hold cyber security essentials plus certification or equivalent.
   3. The Supplier must hold ISO 9001 certification of equivalent.
   4. The Authority will undertake periodic audits of the Supplier to ensure they are meeting the required standards and the Supplier will provide support and access to undertake these.
   5. In the event that the Authority is subject to ad hoc external or internal audit (financial, environmental or otherwise) the Supplier will provide support and access to undertake these wherever required.
5. **SERVICE LEVELS AND KEY PERFORMANCE INDICATORS**
   1. The Authority will monitor the Suppliers performance of the Services and its obligations under the Agreement. The Supplier will provide a monthly report on performance against each of the KPI’s and SLA’s. A review will be included in the monthly contract management meeting. Where SLAs and KPIs are not being met to the required level the Supplier will be expected to provide an action plan and timeline to resolve areas where performance is not meeting the required standard in accordance with the Agreement.
   2. The Service Levels Agreements (SLA’s) and Key Performance Indicators (KPI’s) are defined in Appendix 4A and 4B.
6. **PAYMENT AND INVOICING**
   1. Payments will be on a quarterly basis.
   2. Invoices should be submitted to:

REDACTED

Accounts payable – REDACTED

* 1. The Authority operates a ‘no purchase order no pay’ police, Invoices must state the Purchase Order number.

1. **CONTRACT MANAGEMENT**
   1. The Supplier will provide a dedicated and named team to the account with a single point of contact and Account Manager who liaises with the Authority on a day to day basis.
   2. The Supplier will maintain robust governance and demonstrate alignment/accreditation to a recognised Quality Management System.
   3. The Account Manager will attend (remotely or in person) Contract and Performance Management meetings at least monthly with the Authority’s Utilities Management and Finance teams. The Authority reserves the right to increase the frequency of meetings in the event of concerns in the performance of the contract, until such issues have been resolved.
   4. Attendance at ad hoc meetings to address specific operational issues will also be required from time to time. During the Mobilisation Period and first 6 months of the Term, meetings may be on a weekly basis if required by the Authority.
   5. The Supplier will report on performance against the defined performance measures and make personnel and data available for any periodic Authority performance audits.
   6. The Supplier will provide performance reports and evidence their compliance with the required SLA’s and KPI’s.
   7. The Supplier will provide and adhere to an escalation process, which will include both management of a query log for issues raised with third party suppliers and, a process for escalating concerns, queries or issues with regards to performance. This will be agreed as part of the Mobilisation Plan.
   8. The Supplier will provide the relevant financial, and contract management reports outlined in section 13: Reporting.
   9. The Supplier will provide progress reports and outcomes of their Social Value Plan, submitted as part of their tender.
2. **EXIT MANAGEMENT**
   1. Upon the expiry or termination of the Agreement, the Supplier will provide all data to the Authority in a transferable data format (e.g. CSV, XLSX).
      1. The preparation of this data will be at the expense of the Supplier.
   2. The Supplier will co-operate and collaborate with any incoming or other 3rd party to effect a smooth handover to the Authority’s nominated party.

|  |  |  |
| --- | --- | --- |
| Current billing arrangement | | |
| GPA directly contracted meters | WSTP -  meters to transfer to GPA in Oct 23 | Landlord managed utilities |
| 39 | 81 | 36 |
| 19 | 30 | 10 |
| 21 | 42 | 19 |
|  |  |  |
| **79** | **153** | **65** |

|  |  |  |
| --- | --- | --- |
| Utility Type | Number of sites | Number of meters |
| Electricity | 94 | 156 |
| Gas | 41 | 59 |
| Water | 71 | 82 |
| Whitehall District Heat System | 18 |  |
| **Total** |  | **297** |

* **APPENDICES**
  + **Appendix 1 - Overview of Estate and volumes**

|  |  |
| --- | --- |
| Number of sites charged by  meter point | 143 |

|  |  |
| --- | --- |
| **Current Estate** | |
| Number of GPA sites at time of  tendering | 246 |

|  |  |
| --- | --- |
| Number of sites - Landlord managed utilities with combined/non metered utility  charges | 20 |

|  |  |
| --- | --- |
| Number of sites Client or  landlords administered utilities | 83 |

|  |  |
| --- | --- |
| **Future Estate Forecast - Metering**  **Arrangements not currently known** | |
| Number of sites to be onboard  in 23/24 | 126 |
| Number of sites for disposal  23/24 | 7 |
| Number of sites to be onboard  in 24/25 | 95 |
| Number of sites for disposal | 7 |

|  |  |
| --- | --- |
| Number of sites to be onboard  in 25/26 | 140 |
| Number of sites for disposal | 7 |
| **Total number of sites by end**  **of 25/26** | **600+** |

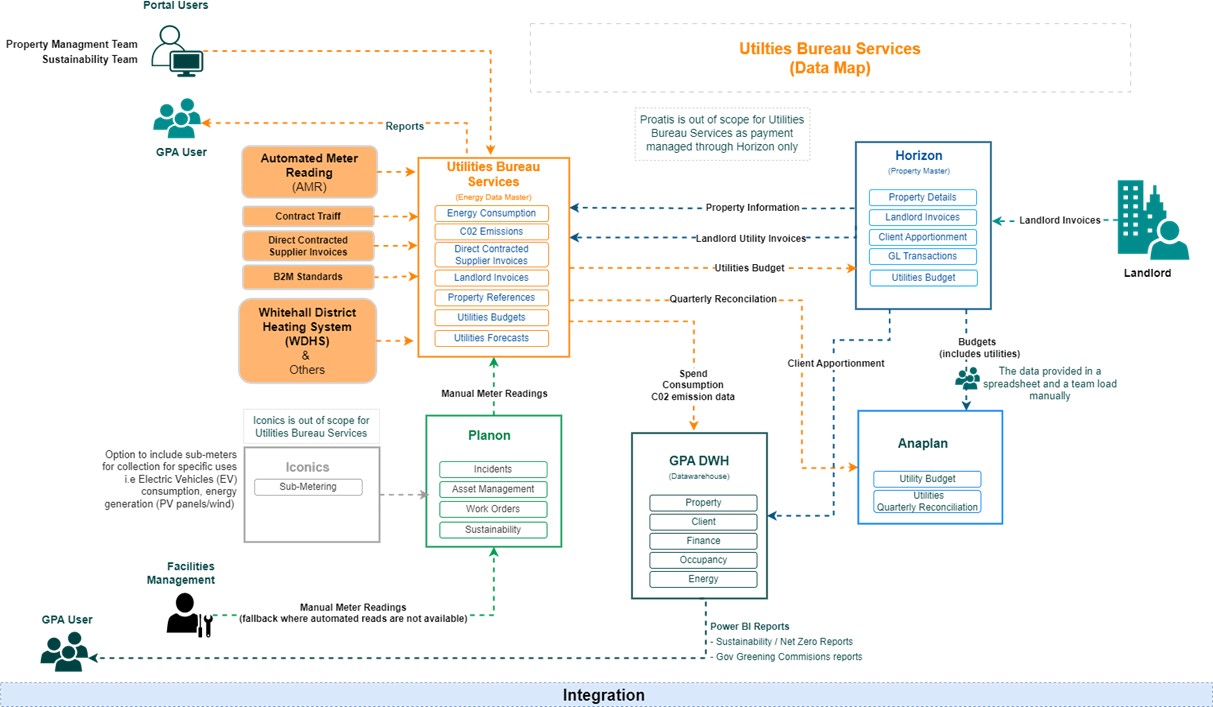
* + - This overview is information purposes only to provide an indication of current arrangements across the estate, accuracy cannot be guaranteed and the breakdown may change.

.

* + - The Supplier will be required to validate all arrangements as part of the mobilisation process to develop an accurate overview of utilities arrangements across the estate.
    - Onboarding dates are not fixed, whilst transfer is anticipated in stated years, there may be slippage into 2025/26 for all sites to transfer to the Authority.
    - WSTP meters are currently managed by FM providers. All meters will be transferred to the Authority on or before the 1st of October and will be managed by the Supplier under the Bureau. The majority of Gas and Electricity meter are under the CCS framework and will require novation. Water meters and MOP services may require a change of provider to be undertaken by the Supplier.
    - The term landlord refers to sites where utilities are charged indirectly by the landlord or their managing agents, Landlords maybe private companies or other Government departments of civic organisations, i.e. councils.
    - Client or landlord administered - refers to sites where the Authority currently does not have oversight of arrangements. The Supplier will be expected to work with the Authority to gather information on these sites to track consumption and spend. This will be ongoing work to be undertaken over the first year of the contract and not during mobilisation.
    - Supply for directly contracted or indirectly contracted by other government departments or civic landlords, is mainly under CCS Energy or CCS water and wastewater framework or other public sector frameworks.
  + **Appendix 2 - List of contractual arrangements**

**REDACTED**

* + - **Appendix 3 - Data Integration Map**



* + - **Appendix 4A - Service Levels (SLA’s)**

|  |  |
| --- | --- |
| **Activity** | **SLA** |
| To mobilise fully within the agreed Mobilisation Period | To be completed within 3 Months from the Commencement Date |
| Bill Validation and Provision of Payment File for electronic bills | 1 Working Day from the receipt of invoice |
| Bill Validation and Provision of Payment File for PDF bills | 3 Working Days from receipt of invoice |
| Query management | 1 Working Day to log all query and actions taken on query log |
| Manual meter readings to be gathered when suppliers estimate bill for 2 consecutive months | Before next bill is issued |
| Action a change of tenancy to suppliers | 3 Working Days from receipt of Authority communication |
| Addition of new sites to the portal/data basis | 3 Working Days from receipt of Authority communication |
| Correction of any data errors | 3 Working Days of coming to light or being notified by the Authority |
| FOI / PMQ’s | Acknowledgement within 24hrs and provide response within:  2 Working Days for FOI 1 Working Day for PMQ’S Unless agreed otherwise.  Average 1.5 requests per month. |
| Monthly reports | 100% delivered by agreed date - Consumption reports by the third week of the month, financial reports by the last week of the month. |
| Ad-hoc request response | Simple queries to be responded to in 1 working day, reports to be provided within 3 Working Days. |

* + - **Appendix 4B - Key Performance Indicators (KPI’s)**

|  |  |
| --- | --- |
| **Activity** | **KPI** |
| SLA performance | All services provided within the SLA timeframe |
| Query log performance and closures | Demonstrable weekly actions to close out open queries |
| Regularly scheduled reports | Delivered to agreed deadline for each nominated report |
| Late payment charges | 0 – where this is due to the action or inaction of the Supplier |
| Disconnections / threat of disconnection | 0 – where this is due to the action or inaction of the Supplier |
| Database accuracy | All records of the Authority’s estate to be 99% accurate against master asset register, as reported on a quarterly basis |
| Budget Accuracy | 0 - The Authority’s utility spend will not exceed yearly budgets or quarterly forecasts, unless in exceptional circumstances |
| Payment Accuracy | <2% queries raised by Authority on payment files passed for payment |
| Payment success | <2% payment file issues (‘holds’) requiring Authority intervention over and above the process where issues sit with the Bureau. |
| Portal availability | To be accessible as standard during normal working hours (09:00 - 17:00, Monday to Friday excluding UK public and Bank holidays), with at least 99.9% uptime |

* + - **Appendix 5 - B2IM Naming Convention**

|  |  |
| --- | --- |
| **Location Hierarchy** | **Populated with** |
| Building Name (Town, Address) | Croydon, 2 Ruskin Square (example) |
| Region | See table below |

Regions will reflect the GPA naming convention as follows:

|  |  |
| --- | --- |
| **Region** | **GPA Region** |
| West Midlands | Central |
| Wales | Central |
| East Midlands | Central |
| London | London |
| Scotland | North |
| Northern Ireland | North |
| North East | North |
| North West | North |
| Yorkshire and the Humber | North |
| South East | South |
| South West | South |
| East of England | South |

**ANNEX 4 - SUPPLIERS RESPONSE**

(From the Supplier's Bid of 18/04/2023**)**

**REDACTED**

**ANNEX 5 – CLARIFICATIONS**







|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| 6 | 9.1.1 & Appendix 4A – 1 day SLA for EDI. Our shortest SLA currently is 3 days is this acceptable? | Yes, 3 days would be acceptable. | 12/04/2023 |
| 7 | 9.5.6- Queries closed or escalated within 4 weeks. Our understanding is that this would mean pretty much everything is escalated as we would expect billing monthly/quarterly. We only deem a query to be closed once the billing has come in to prove it. Please clarify our understanding is correct? | Yes. We would expect most queries to be resolved by the next monthly bill, therefore within the 4 weeks. If queries cannot be resolved at this time we expect them to be reported on to the Authority so they are aware, and to agree if any further escalation is needed. | 12/04/2023 |
| 8 | Appendix 4B- Budget Accuracy. We can’t be held accountable for spend going over budget. The KPI mentions exceptional circumstances, but with the expected changes in the estate we would think a lot of the budgets would be highly caveated and large portions of it estimated. | For existing properties, where historic consumption is known and future rates and consumption can be reasonably accurately forecast, budgets should be accurate to within a 10% tolerance at a property level,  i.e. actual spend on each property is no more than 10% under or over budget.  For a new property, including assets under construction, the supplier will be expected to engage with The Authority to understand the scale, efficiency and likely consumption of the building and to use reasonable estimates to construct a budget.  Tolerances for budget accuracy through construction | 12/04/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | and in the first year of occupation will be extended to 20% at a property level.  Tolerances may be breached where impacts could not be reasonably forecast, e.g.   * Occupancy changes in the building. * Efficiency initiatives introduced to the building. * Actual inflation falls outside the range that could have been reasonably forecast in ‘normal circumstances’ (+/- 10% unless otherwise agreed).   Tolerances should not be breached due to budgeting errors, e.g. failure to reflect contracted rates including caps and collars, or known changes in contracted periods/rates. |  |
| 9 | Please ﬁnd list of review comments / proposed wording amends for your consideration.  1. Clause  3.4.3 perform (and procure that all Staff perform) the Mobilisation Services and the Services with the highest level of skill, care and diligence and in a good and workmanlike manner in accordance with the provisions of this Agreement including Annex 3 (Statement of Requirements), the Service Levels, Good Industry Practice and all Applicable Laws;  1. Proposed amends | The DPS mini competition does not permit negotiation of the draft terms and conditions of contract and the Authority will not therefore be making changes to the draft provided. Suppliers are asked to submit their tender responses on the basis of the terms and conditions provided and price on the basis of known risk | 12/04/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Proposed to replace ‘highest’ with "with a reasonable level of skill, care and diligence"  9 Intellectual property  2. Clause  9 Intellectual property  2. Proposed amends  Propose to make this mutual as follows:  each Party grants the other Party an irrevocable, perpetual,  non-exclusive, royalty free licence to copy and use in connection with the Services all Documents and Data in which it has Intellectual Property Rights but this licence is not to extend to: copying or using those Documents and Data other than in connection with the Services;  granting any other person, or third party the right to copy or to use those Documents and Data without the prior written permission of the relevant Party; or  selling, transferring or otherwise disposing of, or granting rights in those Documents and Data.  Each Party will retain exclusive interest in and ownership of its Intellectual Property Rights, including those Intellectual Property Rights developed before this Agreement, developed outside the scope of this Agreement or during the course of the Agreement. |  |  |





**REDACTED**

**2 - RE: regarding the Integration Layer, if you could clarify if you have integrated via a clients integration layer previously. If not, how would you approach doing so on this occasion?**

Inspired have interfaced with external systems via an integration layer for clients previously. We are seeking further information on this point from our IT/software development teams and will clarify as soon as possible.

Further to your second question regarding the Integration Layer, we can confirm that we have integrated with other client systems before and can build integrations with third-party systems.

However, we would need to conduct a software specification to determine our approach. We would need to understand your systems' integration capabilities before confirming and developing a solution. We would propose to work with GPA's IT teams during mobilisation to identify and develop a suitable solution."

3 **- The information shared on the quality question "Please provide an overview of your company and intended operating model and resource plan to deliver these services" was insufficient for us to reconcile the proposed headcount numbers supporting the financial aspect of the bid.,**

**Further clarity on the movement from 2.0 headcount in year one to 1.4 headcount at year 2, the driver and resourcing behind its eventual climb back to 2.0 at year 5, and its composition of the named individuals within the bid through to the reduction is required to obtain comfort on the resourcing model.**

The 2.0 FTE headcount in year one represents additional resource required to carry out mobilisation of GPA's service. This is not required from year two onwards, hence the movement to 1.4 headcount.  
  
The driver behind the climb back to 2.0 headcount is the anticipated increase in estate size indicated by GPA. Increased resourcing will come from staff allocated to the account, or additional staff if necessary to meet requirements.  
  
Composition of the headcount is variable depending on resourcing required. For example, resourcing during year one will include a higher contribution from IT staff for systems setup and integration tasks."

**4 – For the avoidance of double can you please confirm that your bid compiles with all relevant environmental, social and labour rules and legislation?**

 Inspired can confirm that our bid complies with all relevant environmental, social, and labour rules and legislation.  
  
We are happy to provide further information on any individual compliance as requested.

**5 –** The Authority is seeking to obtain assurance to the sustainability of your proposed solution to meet the requirements of the service. Within your bid you have indicated a headcount. Can you please provide a breakdown of staff and proportion of time and resource cost allocated to each element of the service (as set out in the cost model) and the operational and overhead costs allocated to that service? Please also confirm that staffing levels of your proposal is on a best endeavours basis for the life of the agreement.

**Attachment: IES-GPA-Tender-Clarifications-20230509**

REDACTED

**6 –** Thank you very much for providing your response to our question. As offered in your clarification response, could I ask you to provide further references on similar sized public sector bureau clients. If I could also ask you to confirm the client, size of portfolio and value of contract.

**IES-GPA-Tender-Clarifications-20230511 -** REDACTED

**7 - REDACTED**

**ANNEX 6 - ADDITIONAL TERMS & CONDITIONS (DATA PROTECTION)**

1. **DATA PROTECTION**
   1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Appendix 1 to this Annex 6 sets out the following information in relation to the Data:
      1. subject-matter of the Processing;
      2. duration of Processing;
      3. nature and purpose of the Processing;
      4. type of Data; and
      5. categories of Data Subject.
   2. The only processing that the Supplier is authorised to do by the Authority is listed in Appendix 1 to this Annex 6 (Processing Personal Data). The Supplier shall review Appendix 1 of this Annex 6 no less than once every twelve (12) months to ensure that it remains up-to-date and shall agree any changes required with the Authority using the change control form included at Annex 7 of this Agreement. Changes will only be effective after that form has been reviewed and signed by the Authority.
   3. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
   4. The Supplier 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:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Mobilisation Services, Services and Portal;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   5. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
      1. process (and ensure that its Staff and subcontractors process) that Personal Data only in accordance with Appendix 1 (Processing Personal Data) of this Annex 6 as may be updated in accordance with clause 1.2 of this Annex 6, unless the Supplier is required to do otherwise by Applicable Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
      2. ensure that it has in place the measures that are expressed to be obligations of the Processor in the Data Protection Legislation in order to ensure the appropriate level of security for the Data having taken account of the:
         1. nature of the data to be protected;
         2. harm that might result from a Data loss event;
         3. state of technological development; and
         4. cost of implementing any measures;
      3. ensure that:
         1. the Staff and any subcontractors do not process Personal Data except in accordance with this Annex 6 (and in particular Appendix 1 (Processing Personal Data));
         2. it takes all reasonable steps to ensure the reliability and integrity of any Staff and subcontractors who have access to the Personal Data and ensure that they:
            1. are aware of and comply with the Supplier's duties under Annex 6;
            2. are subject to appropriate confidentiality undertakings;
            3. 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 Agreement; and
            4. have undergone adequate training in the use, care, protection and handling of Personal Data;
      4. taking into account the nature of the Processing and the information available to the Supplier, assist the Authority in ensuring compliance with the Authority's obligations in the Data Protection Legislation to notify the Controller of a security breach, to communicate a security breach to Data Subjects, to assist with data protection impact assessments and assist with consultations with regulators;
      5. not transfer Personal Data outside of the UK or the European Economic Area (or any country deemed adequate by the European Commission or the UK Government pursuant to Directive 95/46/EC or the Data Protection Legislation)unless the prior written consent of the Authority has been obtained and without putting in place adequate protection for the Data to enable compliance by the Authority and the Supplier with their obligations under the Data Protection Legislation;
      6. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority at any time upon request by the Authority or promptly upon on termination of the this Agreement unless the Supplier is required by Applicable Law to retain the Personal Data; and
      7. at all times perform its obligations under this Agreement in such a manner as not to cause the Authority in any way to be in breach of the Data Protection Legislation.
   6. Subject to clause 1.7 of this Annex 6, the Supplier shall assist the Authority with its obligations to comply with Data Subjects' requests and rights under the Data Protection Legislation through the use of appropriate technical and organisational measures. The Supplier shall notify the Authority immediately if it:
      1. receives a Data Subject Access Request (or purported Data Subject Access Request);
      2. receives a request to rectify, block or erase any Personal Data;
      3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
      4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
      5. 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 Applicable Law; or
      6. becomes aware of a Data loss event.
   7. The Supplier's obligation to notify under clause 1.5 of this Annex 6 shall include the provision of further information to the Authority in phases, as details become available.
   8. Taking into account the nature of the processing, the Supplier 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 1.5 of this Annex 6 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
      1. the Authority with full details and copies of the complaint, communication or request;
      2. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
      3. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
      4. assistance as requested by the Authority following any Data loss event;
      5. 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.
   9. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Annex 6.
   10. The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
   11. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
   12. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
       1. notify the Authority in writing of the intended Sub-processor and processing;
       2. obtain the written consent of the Authority;
       3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Annex 6 such that they apply to the Sub-processor; and
       4. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
   13. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
   14. 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 the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
   15. The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
   16. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
   17. Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
       1. notify the Authority in writing of the intended Sub-processor and processing;
       2. obtain the written consent of the Authority;
       3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1.17 of this Annex 6 such that they apply to the Sub-processor; and
       4. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
   18. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

**Appendix 1 to Annex 6 -Processing Personal Data**

**Authorised Processing Template**

1. The contact details of the Authority's Data Protection Officer is:
2. **REDACTED**
3. The contract details of the Supplier Data Protection Officer is:

**REDACTED**

The Processor shall comply with any further written instructions with respect to processing by the Controller.

1. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Contract Reference:** | CCEN22A05 |
| **Date:** | **TBC** |
| **Description Of Authorised Processing** | **Details** |
| Subject matter of the processing | Processing of contact details of staff of the Authority’s and the Authority’s Partners and 3rd party providers for the purposes of collecting and validating consumption and billing of utilities across the Authority’s sites. |
| Duration of the processing | Duration of the Term |
| Nature and purposes of the processing | The nature of the Processing would be to process contact information for the purposes of meter reading and site investigation and query management. |
| Type of Personal Data | Name, address, email, telephone number |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers |
|  | Duration of the Term as well as data retention requirements in line with regulatory requirements |

**ANNEX 7 - CHANGE CONTROL FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| **CHANGE CONTROL NOTICE (CCN)** | | | |
| **Contract Title:** | Contract for the Provision of Government Property Agency (GPA) Utilities Bureau Services (The Contract) | | |
| **Contract Reference:** | CCEN22AO5 | **Contract Change Number:** |  |
| **Date CCN issued:** |  | **Date Change Effective from:** |  |
| **Between**: The Minister for the Cabinet Office (the "Authority") and [**Insert name of Supplier]** (the "Supplier")   1. The Contract is varied as follows:    1. Insert details of changes to the original contract. 2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract. 3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice. | | | |
| Change authorised to proceed by: (Authority's representative):    Signature Print Name and Job Title Date | | | |
| Authorised for and on behalf of the Supplier:  Signature Print Name and Job Title Date | | | |
| Authorised for and on behalf of the Authority:  Signature Print Name and Job Title Date | | | |

**ANNEX 8 - ADDITIONAL TERMS AND CONDITIONS (TUPE)**

1. The Parties do not anticipate that TUPE will apply on the Commencement Date or upon its termination.
2. Notwithstanding clause 1 of this Annex 8 above, to the extent that TUPE does apply, the Parties will comply with this Annex 8.
3. The Supplier will be liable for and shall indemnify the Authority and any New Provider against any Employment Liabilities which the Authority or any New Provider incurs and which arise out of or in connection with:
   1. the employment or termination of employment of any Staff engaged in the provision of the Mobilisation Services, Services and/or the Portal after the Commencement Date;
   2. any failure by the Supplier to comply with its obligations under TUPE including any failure of the Supplier to provide information and co-operation required under TUPE.
4. Within seven days of notice of Termination, the Supplier shall provide to the Authority such information in writing in accordance with the Data Protection Legislation in relation to the Staff as may reasonably be requested by the Authority for the purposes of establishing the terms and conditions of employment of all Staff and assessing their payroll and other costs including but not limited to a list of all Staff, which includes their:
   1. name;
   2. job title
   3. job description;
   4. length of service;
   5. immigration status;
   6. remuneration; and
   7. the amount of time spent on the provision of the Mobilisation Services, Services and/or Portal;
   8. emoluments and outgoings (including pension contributions in respect of any employee);
   9. all benefits (whether contractual or not);
   10. the ages and start dates of all Staff; and
   11. details of any other agreement or arrangement (including with any trade union or other representative body) which may affect the employment of any Staff which may fall upon the Authority or a New Provider as a direct or indirect result of the transfer of the Mobilisation Services or Services or the relevant part of such Mobilisation Services or Services to the Authority or a New Provider.
5. The Supplier shall allow the Authority to take copies of such information and shall update such information at intervals reasonably requested by the Authority. The Supplier hereby authorises the Authority to use or disclose such of the foregoing information to any New Provider as the Authority may reasonably consider necessary for the purposes of putting the continued provision of the Mobilisation Services or Services or the relevant part of the Mobilisation Services or the Services out to tender and, if requested by the Authority, to do so liaise with and provide such information directly to any New Provider as the Authority may direct.
6. No later than 30 days prior to a relevant Transfer Date, the Supplier will provide to the Authority and to the New Provider the information set out in paragraph 4 in relation to each member of Exit Transferring Personnel, such information to include a list of all Exit Transferring Personnel and any additional information as is required by Regulation 11 of TUPE.
7. If the employment, or any liabilities in respect of the employment or its termination, of any employee or former employee of the Supplier or any of its sub-contractors (the "**Exit Individual**") (other than any Exit Transferring Personnel included on the list provided in accordance with paragraph 6) transfers or is alleged to transfer to the Authority, and/or the New Provider as a result of the application of TUPE on termination of this Agreement, then the Supplier shall indemnify the Authority and any New Provider for any Employment Liabilities incurred by it or them arising out of or in connection with:
   1. the employment of the Exit Individual for a period of three months from the Transfer Date;
   2. the termination of the employment of the Exit Individual provided that the termination takes place within three months of the Transfer Date and the Authority and/or New Provider uses reasonable endeavours to minimise any liability for unfair dismissal; and
   3. any termination of employment of an Exit Individual effected prior to the Transfer Date.
8. The Supplier will not during the period of six months immediately preceding the expiry of this Agreement or after notice of Termination (in the event that this Agreement is terminated early), without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
   1. other than for gross misconduct terminate or give notice to terminate the employment of any Exit Transferring Personnel;
   2. increase or reduce the number of Exit Transferring Personnel by more than 5%;
   3. propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of any Exit Transferring Personnel;
   4. replace any Exit Transferring Personnel.
9. Within 28 days of the relevant Transfer Date, the Supplier will pay the Authority or a New Provider, as appropriate, an amount equivalent to holiday pay for any holiday entitlement which has been accrued by the Exit Transferring Personnel but not taken as at the relevant Transfer Date.