Department
for Environment
Food & Rural Affairs

C23700 – BG Insights

Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	Not Known	
2. Customer	"The Secretary of State for Environment, Food and Rural Affairs (Defra), acting as part of the crown" 2nd Floor Seacole 2 Marsham Street London SW1P 4DF	
3. Contractor(s)	Market Intelligence Services Ltd, BGA House, Nottingham Road, Louth, Lincolnshire, LN11 0WB. Registered company number 02919559	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Core Defra, Animal and Plant Health Agency (APHA), Rural Payments Agency (RPA) and Natural England (NE).	
5. The Agreement	This Order is part of the Agreement and is subject to the terms and conditions Referenced at Appendix 1 and shall come into effect on the Start Date. Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order): a) this Order; b) the terms and conditions at Appendix 1; and c) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	**Applicable Deliverables**	**Goods Only:** ☐ **Services Only:** ☒ **Good and Services:** ☐
	Goods	Not Applicable
	Services	Please refer to Appendix 2 – Specification / Description

7. Start Date	18 March 2024
8. Expiry Date	31 March 2024
9. Charges	The Charges for the Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.
10. Payment	Payments will be made upon Single Delivery of Data by 21 March 2024
11. Contractor's Liability Cap (Clause 13.2.1)	(a) an amount equal to 150% of the Charges paid or payable to the Contractor; and (b) £75,000.00
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be [redacted] [redacted] [redacted]
13. Contractor's Authorised Representative	For general liaison your contact will continue to be [redacted] [redacted] [redacted]
14. Optional Intellectual Property Rights ("IPR") Clauses	**The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.**
15. Progress Meetings and Progress Reports	Not applicable
16. Address for notices	**Customer:** [redacted] **Contractor:** [redacted]
17. Key Personnel of the Contractor	**Key Personnel Role:** [redacted] **Key Personnel Name:** [redacted] **Contact Details:** [redacted]
18. Procedures and Policies	Not Applicable

19. Special Terms	Special Term 1 – ***The data shall be licensed in a way that it can be shared across government*** ***Limited aggregate maybe published to support policy positions with prior written permission of Market Intelligence Services Limited (t/a BG Insights)***
20. Additional Insurance	
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: **Yes:** ☐ **No:** ☒

Signed for and on behalf of the **Customer**	Signed for and on behalf of the **Contractor**
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the Defra Website and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

Appendix 2: Specification/Description

Background to Defra

The Department of Food and Rural Affairs (Defra) are responsible for improving and protecting the environment. We aim to grow a green economy and sustain thriving rural communities. We also support our world-leading food, farming and fishing industries.

Produce View P-35641

Background to the specific work area relevant to this purchase

The Agri-Food Chain Analysis team analyses data on what people eat and how much they pay for it and where it comes from. The Agri-Food Chain Directorate in Defra is also UK Governments Lead on Food as Critical National Infrastructure as such is interested in monitoring the availability of food for purchase in the UK.

The aim of this project is to analyse seasonal trends in retailers' sourcing of fruit and vegetables in order to gain a greater insight into where produce on the shelves of British supermarkets is sourced and if there is any price premium attached to British and/or to Organic produce.

This data set will feed into the development of the new fruit and vegetable support scheme. It will also inform contingency plans around assessing the impact of international crises on fruit and vegetables supplies in England and assessing the seasonal variation of Fruit and Vegetable supplies in England.

Requirement

The data should be weekly and cover the time periods January 2019-December 2023. The data should cover which part of the country the data was recorded and included a range of retailers. We are also interested in which products where available. The dataset should contain the following fields.

Date	Date of store visit
Retailer	Lidl, Spar etc..
Store	Region where the store is
Store Category	Standard, Convenience, Online
Category	What is it Apple, Banana etc..
Variety	Of fruit or Veg i.e. Granny Smith, Pink Lady etc..
Country	Country of Origin where recorded
Brand	
Grower/Importer	
Range	Price Tier of the produce
Size	Size i.e. Baby Large etc..
Size Band	Size of the product between x and y
Out Of Stock	Is the product in stock
Frozen	Is in Frozen
Organic	Is the product Organic
On Promotion	Is it on promotion

Promo Type	Type of Promotion i.e. Buy one get one free
Promo Details	Loyalty Card, Meal Deal etc..
Packaging Format	Type of packaging used i.e. Plastics
Price	Total price of product
Sale Format	Packaged or Loose
Pack Qty	Number of items or weight in grams
Pack Unit	Grams/Each
Price Each	Price per item
Price per kg	Price per kg

The data should be licensed in a way that means it can be shared across government freely and used within official internal briefing. Insights from the data may also be included in official government publications where appropriate with prior written permission from data provider. These will be aggregated to ensure the data providers commercial interests are not compromised.

Sustainability

Defra group protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project

Outputs and Contract Management

Reference	Deliverable	Responsible Party	Date of completion
5 Year Dataset	Weekly Data Collection 2019-2023	Data Provider	21st March 2024

The contract will be delivered as a single data delivery.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Payment Schedule

1. The Authority will pay to the Supplier no more than the fixed sum of £25,000.00 (excluding VAT).

2. The Authority shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice.

3. The invoice must include a valid purchase order number (PO Number) and the details (name and telephone number) of your customer contact (i.e. Contract Manager).

4. To avoid delay in payment it is important that the Contractor submit a complaint invoice. Any non-compliant invoices received will be returned to the Contractor, which may lead to a delay in payment

5. The Authority is liable to the Contractor only for their respective payment in accordance with this schedule.

6. Any overpayment to the Contractor made by the Authority, whether of Project price or of VAT, shall be a sum of money recoverable by the Authority from the Contractor.

Appendix 4: Processing Personal Data – Not Applicable

Contract:	**[XXXX]**
Date:	**[XXXX]**
Description of authorised processing	**Details**
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	