

**February 2020**

## **New Anglia Local Enterprise Partnership**

### **Framework Agreement for Independent Evaluations**

#### **Invitation to Tender**

Your quotation is sought to provide an independent evaluation role for the New Anglia LEP as part of a Framework Agreement. This role will include evaluations on the LEP's suite of programmes and initiatives. These include (but not limited to) the following:

- Growth Deal (Capital Growth Programme)
- Growing Places Fund
- Growing Business Fund
- Innovative Projects Fund
- Community Challenge Fund
- Eastern Agri-Tech Initiative
- New Anglia Capital
- Enterprise Zones
- Enterprise Zone Accelerator Fund

#### **New Anglia LEP Background**

The New Anglia Local Enterprise Partnership (LEP) is a forward-looking organisation challenged with supporting and reshaping the economic growth of Norfolk and Suffolk, creating the right jobs and opportunities to drive the economy forward and ensure that the region has the right sectors and corresponding skills for the future.

The New Anglia LEP's business-led board brings together strong representation from the public and private sectors to address the issues facing the region.

Working towards long term, sustainable economic growth, it will help to grow jobs, remove barriers to enterprise and significantly improve the area's business environment.

New Anglia LEP is focussed on creating the best possible environment for businesses to develop and innovate, creating prosperity and bringing global recognition to our key business sectors. The LEP offers a variety of interventions including infrastructure grants, capital grants for business, loans and investments to help to support appropriate growth across Norfolk and Suffolk.

The [Norfolk and Suffolk Economic Strategy](#), published in 2017, sets out ambitious plans for future growth across our region. The Economic Strategy is a shared endeavour between businesses, education providers, local councils, the voluntary and community sector and is led by New Anglia LEP. The strategy looks ahead to 2036 but focuses on the actions needed over the next four years to secure long term success. It is a dynamic and living blueprint to guide the work and investment of many partners.

New Anglia LEP has also recently published its draft [Local Industrial Strategy](#). This Strategy builds on the Norfolk and Suffolk Economic Strategy but focuses specifically on three opportunity areas - clean energy, agri-food and ICT/digital creative. Each of the three

opportunity areas have a number of proposed interventions aimed at capitalising on these opportunities.

The strategy is then structured around the five foundations of growth identified in the national industrial strategy and our response to these foundations - Ideas, people, infrastructure, business environment and places.

The golden thread which runs through the Local Industrial Strategy is clean growth, with Norfolk and Suffolk positioned as the UK's clean growth region.

The strategy outlines our assets in these areas and proposed interventions to boost productivity, support inclusive growth and capitalise on our three opportunity areas.

New Anglia LEP has produced an [evaluation framework](#) which sets out the LEP's approach to support evaluation across the LEP's suite of programmes, projects, interventions and initiatives.

The evaluation framework sets out:

- the purpose and scope of evaluation
- types of evaluation – impact, process and cost benefit and how to identify the relevant one for the project, programme or initiative
- example questions which will be examined
- the approach to implementing the framework
- a programme of evaluation which sets out a four-year rolling timetable which will be reviewed on a quarterly basis

It is likely that the LEP will commence the first evaluation in the Spring covering four of its programmes. A detailed specification on the requirements will be provided to successful candidates.

## **Programme context and contract summary**

### **Growth Deal (Capital Growth Programme)**

Operating between 2015 and 2021, New Anglia LEP has been allocated £290m of capital funding by government to support a range of interventions, including infrastructure and skills designed to help grow the economy of the region. Typical projects have included new and improved skills and training facilities and infrastructure including roads, utilities provision and coastal flood management.

All funds associated with the programme were allocated following the final call for projects in October 2018, however future funding from government is likely to be targeted in a similar way to the current Growth Deal, with similar objectives.

### **Growing Places Fund**

The Growing Places Fund provides grants and loan funding to support major infrastructure projects.

The principle objective of the fund is to address the infrastructure requirements and site constraints of stalled developments through the provision of loan funding where no such other financial arrangement exists, or where such support is fundamental to the development commencing and other consecutive phases following. New Anglia LEP has also agreed to support proposals for the construction of property, where such proposals provide, for example, significant employment opportunities at a favourable cost per output in addition to a favourable return on the investment. The fund is designed to be recyclable, with repaid funds used to replenish the fund and allow the support of additional projects.

To date, this fund has awarded £31m in capital investment.

### **Growing Business Fund**

The Growing Business Fund is New Anglia LEP's flagship business support programme with a proven track record of creating jobs and economic growth. Offering grants of up to £500,000, as of January 2020, over £26.2m has been awarded to 260 businesses across Norfolk and Suffolk – creating more than 3,000 new jobs and generating £197.5m in private investment.

### **Innovative Projects Fund**

The Innovative Projects Fund is a new intervention for New Anglia LEP. Funded by income generated from Enterprise Zone business rates, the fund offers the opportunity of revenue support to innovative projects throughout the region. The fund in 2019/20 is £1.5m, incorporating funding from Norfolk and Suffolk pooled business rates.

### **Community Challenge Fund**

The Community Challenge Fund supports exciting and creative projects that help the most disadvantaged people in society to get back into work or become work ready. The project is delivered in partnership with Norfolk and Suffolk Community Foundations. In the period 2014-21 the New Anglia LEP Board has approved funding of £1.5m from the Growing Places Fund to develop the Community Challenge Fund. To date, £1.14m has been awarded to social enterprises, supporting 540 people into paid employment and enabling 1,537 individuals to become work ready.

### **Eastern Agri-Tech Initiative**

The Eastern Agri-Tech Initiative is a partnership between the Cambridge and Peterborough Combined Authority (CPCA) and New Anglia LEP. Initially a £3.2m fund, with a further £2.5m to support technology advances in food, drink and agriculture. Between April 2019 to March 2021 New Anglia LEP has allocated £1m of Growth Deal funding towards this Initiative, with CPCA dedicating £4m for their area. The fund is managed by CPCA on behalf of New Anglia LEP.

### **New Anglia Capital**

New Anglia Capital is a co-investment fund aiming to stimulate entrepreneurship across Norfolk and Suffolk, with £2m of funding from New Anglia LEP. The fund brings businesses and “angel investors” together to kick-start new products and innovative ideas into thriving new businesses, as well as support existing high-growth companies.

### **Enterprise Zones**

Enterprise Zones are designated development zones with incentives such as business rates relief, a straightforward planning process and business-ready infrastructure. Enterprise Zones have a 25 year life span and enable the retention of rates income to reinvest locally to further boost economic development which are held by local authorities and New Anglia LEP.

### **Enterprise Zone Accelerator Fund**

The Enterprise Zone Accelerator Fund (EZAF) has now closed to new applications and the balance of the fund is being transferred to another pot. The aim of this fund was to co-invest with local authority partners in joint delivery of capital projects on Enterprise Zone sites in their district or borough. The fund was designed to deliver a return on commercial terms, generating a long term return on investment.

The EZAF was a £15million pot and it has supported 3 projects:

- Great Yarmouth EZ – Proserv Building - £1.5m
- Nar Ouse EZ – £5.37m - 3 (Twin units) comprising a mix of office and light industrial units.
- NRP - £4m - 1 building on NRP (£2.5m) and investment in the roundabout & access road (giving access to the building) from Hethersett Lane (£1.5m).

## Contract summary

These programmes and others within the LEP portfolio incorporate detailed governance arrangements, including the need for independent review and appraisal of projects to ensure best value is achieved, utilising techniques such as Green Book Appraisal to do so. The contracted role will support these requirements on a call-on, call-off basis, as and when required, to carry out independent evaluations which provide the LEP and its partners with real and proportionate intelligence to understand:

- (a) Progress being made towards delivery of the Norfolk and Suffolk Economic Strategy and Local Industrial Strategy
- (b) The impact our programmes / initiatives / projects are having on our ambitions to increase productivity, deliver more houses, new businesses and create more jobs
- (c) Enable us to test delivery models against effectiveness and determine whether a project or intervention is delivering as planned and whether resources are being effectively used; or to justify reinvestment or resource savings
- (d) To identify which activities / programmes have had the most impact and lessons for use in delivering future projects and programmes
- (e) To justify future activity and enable further funding opportunities.
- (f) To determine whether assumptions made were the right assumptions and whether the project / intervention delivered and met the expectations and needs of the business community
- (g) Provide Government with robust and timely information and analysis to sustain confidence in our ability to deliver projects/programmes and/or achieve our objectives

## Types of Evaluation

The LEP employs a combination of three types of evaluation approach – process, impact and cost/benefit (economic) - to assess the outcomes of the programme / project / initiative / intervention (i.e. how it was delivered, what difference it made, whether it could be improved and whether the benefits justified the costs) – see figure 1. To find out why a project operated in the way it did, and had the effect it had, requires a combination of all of these types of evaluation and these need to be designed and planned at the same time.

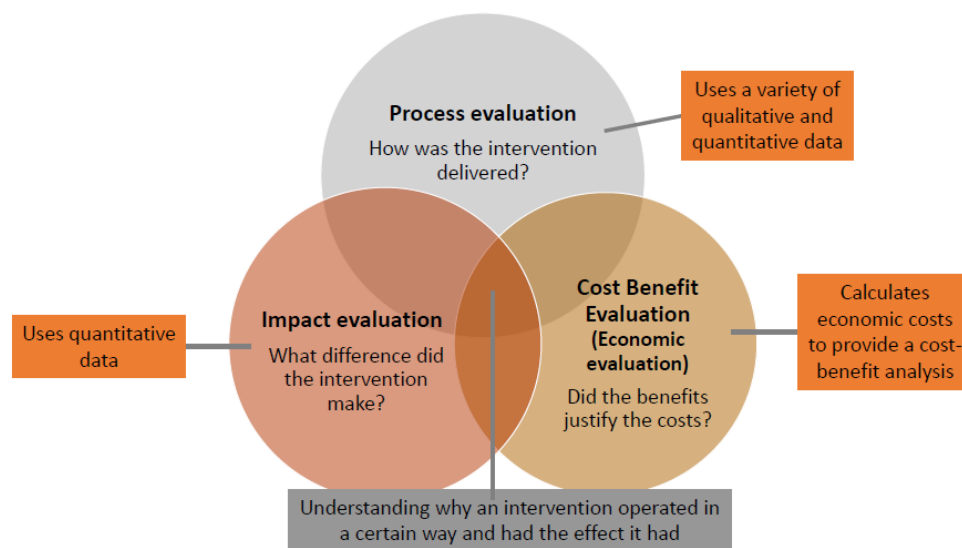


Figure 1: Different Types of Evaluation

Further information on types of evaluation can be found in the LEP's [evaluation framework](#).

## **The Independent Evaluation role**

Good-quality evaluations play important roles in setting and delivery of the LEP's ambitions and objectives, demonstrating accountability and providing evidence for independent scrutiny processes. They also contribute valuable knowledge towards our evidence base, feeding into future strategy development and occupying a crucial role in determining our future projects.

This ITT has been prepared by New Anglia LEP for the purposes of inviting proposals from candidates to carry out evaluations of the LEP's suite of programmes and initiatives, as and when required.

Evaluations should be proportionate to spend and based on what is possible as well as being tailored to the programme, initiative, intervention or project being considered, and the types of questions it is hoped to answer.

All evaluations should be grounded in the availability of high-quality data.

Evaluations conducted on any BEIS funded business activity must comply with the [BEIS Business Support Evaluation Framework](#).

## **Management of Framework Agreement**

- To ensure fairness and transparency, an open invitation to apply for the independent evaluation role will be published on the LEP's website.
- Approved contractors will be notified in writing once they have been accepted.
- The list of approved contractors will be published on the New Anglia LEP website.
- New Anglia LEP will review the criteria below for entry onto the Framework every two years and if any changes are made to the criteria, existing contractors will be asked to provide additional information.
- At the end of each year all contractors who are on the approved list will have their performance reviewed based on the quality of quotes and performance in delivering evaluations. Where we consider contractors have consistently been unable, or unwilling, to meet our requirements over the course of the year we will remove contractors from the approved list.
- Suppliers being removed from the approved list will be notified in writing and will have two weeks to appeal against the decision.
- New contractors wishing to join or re-join the approved list will be asked to provide information to support their application in line with this ITT and will be evaluated against the criteria detailed below.
- The LEP will outline the criteria and scope for individual evaluation requests and contractors on the approved list will be invited to submit proposals.
- The framework agreement will be reviewed every two years.

- The terms and conditions for the framework agreement are detailed at the end of this ITT. These terms will apply to all work carried out under this framework.
- The LEP complies with the Public Procurement Regulations 2015.

## **Requirements of contractors**

Successful candidates will have a clear understanding of the Norfolk and Suffolk economy and regional economic development alongside experience and expertise in evaluation methodologies and innovative approaches to conducting research.

Contractors need to be able to:

- Describe how they will establish the counterfactual
- Determine the right evaluation approach
- Provide quantitative, not just qualitative results
- Provide rapid interim results to feed back into programme delivery and intervention development
- Ensure evaluation methodology links back to logic chains

## **Confidentiality**

The contractor will agree to respect the confidentiality of information gained by them in the course of providing the service and particular attention is drawn to the following:

- All works must comply with the General Data Protection Regulations and the Data Protection Act 2018 as well as any future data protection rules, regulations and Acts.
- Written records must be kept securely at all times
- Information regarding clients must not be disclosed either orally or in writing to unauthorised persons and should only be used in accordance with the achievement of the key task of this contract and for no other purpose
- Conversations relating to confidential matters should not take place in situations where they may be heard by passers-by
- Any breach of confidentiality will be regarded as serious and could result in the termination of the contract
- All papers should be marked as 'Confidential' or 'Commercial in Confidence' as appropriate
- Information regarding clients will be destroyed or returned to New Anglia LEP on completion or termination of this contract, unless required for any future contract involving the same project portfolio

## **Timetable**

The contract is offered on a call-on, call-off basis only.

The LEP is seeking to build a portfolio of suitable contractors to undertake independent evaluations of the LEP's portfolio of programmes as and when required.

## **Tender process**

Tenders must address all the requirements and be in the format requested below. Tenders not in this format will not be considered.

Applicants are requested to provide core information in summary form with detail in appendices. The following must be supplied:

- Organisation identity including trading name, registered company name (if different from trading name), address, telephone number, e-mail address, company registration number, VAT registration number and website address (if applicable).
- Details of the main point of contact within the organisation for this tender.
- Name, address, telephone number and e-mail address of any third parties involved in this tender.
- A brief outline of the approach and proposed methodology for delivering the services required.
- Be able to demonstrate compliance with standards of evidence relating to demonstrating causality based on the What Works Centre for Local Economic Growth (WWCLEG) definition (i.e. SMS Level 3 or above – a before/after comparison of outcomes between a treatment and comparison group). Further information can be found on the WWCLEG website: <https://whatworksgrowth.org/resources/scoring-guide> - Box 1 on page 5 of the linked Scoring Guide gives a summary of the SMS levels and how different methods map to them.
- Examples of similar commissions previously undertaken and examples of outputs produced.
- A list of all key personnel to be deployed on the project and details of their previous relevant experience, along with details of the day inputs by level against each element.
- References of three organisations that you have undertaken this type of work for in the last three years.

Contractor submissions will be assessed on the basis of and on their ability to:

- Price – weighting 30%
- Quality – weighting 70%, made up of:
  - Clearly demonstrate experience in evaluation methodologies and innovative approaches to conducting research – weighting 25%
  - Demonstrate best practice in approach to reporting back and presenting evaluation findings in a constructive manner – weighting 10%
  - Set out how and where evidence will be sourced and what you determine the role that data and analysis plays in evaluation - weighting 5%
  - Have previous experience of evaluating programmes of a similar nature – weighting 10%
  - Demonstrate the ability to field a team of relevant expertise, deployed appropriately – weighting 10%
  - Demonstrate the ability and experience of working with local partners within Norfolk and Suffolk. – weighting 10%

Each element will be scored using a model of 1 to 5, where 1 is poor / does not meet criteria and 5 is outstanding / exceeds the criteria.

Submissions scoring above 70% will be added onto the list of approved contractors. To achieve this, submissions need to achieve an average score above 3 for each question.

Consortium bids are welcome; however, a nominated lead will be required and clear divisions of roles and responsibilities will need to be provided.

## How to apply

Tenders must be completed in accordance with the format specified above. Tenders which are incomplete will not be evaluated.

Tenders should be submitted in Word or PDF format and should not exceed 15 pages, by e-mail to [LIS@newanglia.co.uk](mailto:LIS@newanglia.co.uk) **no later than 5pm 27<sup>th</sup> March 2020.**

Tenders delivered after this time will not be accepted.



## **Standard Contract Terms and Conditions**

### **1. Definitions & Interpretation**

1.1. In these conditions unless the context otherwise requires - "the LEP" means New Anglia Local Enterprise Partnership, "the Contractor" means the person firm or company whose name appears on an Order placed by the LEP or on a Tender received by the LEP, "the Goods" means the articles or things referred to in the Order or Tender, "the Services" means the services referred to in the Order or Tender, "the Works" means the works referred to in the Order or Tender, "the Contract" means the contract arising from the acceptance by the Contractor of an Order, or the acceptance by the LEP of a Tender in whole or in part, "Order" means a document which is marked "Official Order" describing the goods, services or works as the case may be and which is placed on behalf of the LEP, "Tender" means the document wherein the Contractor offers to supply or execute the Goods, Services or Works as the case may be and which is sent in response to an invitation by the LEP, "Transferring Employees" means those employee(s) who may transfer to the Contractor as the result of a transfer of undertakings in respect of this Contract.

1.2. In the Contract:

Unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa;

Condition headings shall not affect the interpretation of this Contract;

Any Special Conditions form part of this Contract and shall have effect as if set out in full;

A reference to any party shall include that party's personal representatives, successors and permitted assigns;

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3. If Special Conditions are incorporated in the Contract and are inconsistent with the General Conditions the Special Conditions shall prevail.

### **2. Variations**

Neither the LEP nor the Contractor shall be bound by any variation or waiver of or addition to these Conditions unless that variation or addition shall have been agreed and evidenced in a document(s) signed by or on behalf of both parties.

### **3. Quality and Description of Services, Goods or Works**

3.1. The Goods or services shall i) conform as to quality kind and description with the particulars stated in the Contract and with any British, European or International specification which is relevant to the Goods and is current at the date of the Contract; goods used in compliance with a Standard for which there is an associated safety mark scheme shall bear the certification mark of the scheme, ii) be of the quantity or in the numbers specified in the Contract, iii) be of sound materials and workmanship, iv) conform in every respect to any sample provided or given by either party, v) be capable of any standard of performance specified in the Contract, vi) where the purpose for which they are required is indicated in the Order either expressly or by implication be fit for that purpose and vii) be provided in compliance with any standards and other requirements stated in the Contract

3.2. The Contractor shall i) provide the Services with all proper skill and care, ii) use materials as necessary which are a) reasonably fit for the purpose for which they will be used and b) of good quality.

3.3. The Contractor shall:

i) carry out the Services or Works diligently and in a proper and efficient manner to the satisfaction of the Council;

ii) unless other instructions have been issued by the LEP commence work promptly and complete the Services or Works within the time specified or if none is specified then within a reasonable time and should a delay occur the LEP must be notified in writing as soon as possible and the LEP's consent sought to a reasonable extension of the period for the completion of the Services or Works;

iii) provide all suitably qualified and skilled labour, plant, tools, transport and equipment necessary for the safe execution of the Services or Works, such plant, tools and equipment

to be stored at the sole risk of the Contractor and so as to cause minimum inconvenience to the LEP;

iv) throughout the progress of the Services or Works, have full regard for the safety of all persons on the site/receiving the Services and in respect of Works shall keep the site in an orderly state and shall provide and maintain at his own cost all lights, guards, fencing, temporary reinstatements and warning signs for the protection of the Works and the safety and convenience of the public and others as applicable;

v) at the completion of the Works, remove all materials from the site (unless otherwise instructed) and permanently reinstate any damaged surfaces and leave the site in a clean condition ready for occupation.

#### **4. Default by Contractor in the Supply of Services or Goods**

If any or part of the Services or Goods to be supplied under the Contract shall:

i) not be duly delivered by the Contractor to the LEP at the time (if any) stated in the Contract subject to any extension or extensions of time granted by the LEP or resulting from the operation of Condition 8 hereof, or

ii) in the opinion of the Officer of the LEP for the use of whose department they are required (whose decision shall be conclusive as against the Contractor) not reasonably be of the quality, specification and sort contracted for or otherwise fail to comply with the terms of the Contract, or

iii) be deficient in the quantity or number required by the Contract, or

iv) be delivered without a delivery or advice note containing correct and sufficient particulars of the name quality sort rate price quantity and number of such goods

then the LEP may, without prejudice to any other remedy, by notice as defined in Clause 16 served on the Contractor reject those Goods and if the Goods are not removed by the Contractor within twenty four hours after service of the notice, may return them to the Contractor at the expense of the Contractor and in every such case it shall be lawful for the Council to purchase at such prices and on such terms and conditions as the LEP thinks fit the same or similar goods and in that event the Contractor shall pay to the LEP or it shall be lawful for the LEP to deduct from any sum that is due or may become due to the Contractor under the Contract or otherwise all costs charges and expenses of such additional supply or arising from such failure to perform the Contract over and above the rate or price at which such goods are under the Contract to be supplied and delivered.

#### **5. Default by Contractor in Execution of Services or Goods**

5.1. The LEP through its appropriate officer shall have the power to order the removal and proper re-execution of any Services or Goods which are not, in the officer's reasonable opinion (which shall be conclusive), in accordance with the requirements of the Contract and the Contractor shall comply with the LEP's written instructions within the time stated therein and all the costs of meeting the instructions shall be met by the Contractor.

5.2. If the Contractor without reasonable cause fails to proceed diligently with the supply of the Services or Goods, or wholly suspends the carrying out of the Services or Works before completion, or if default is made by the Contractor in providing the Services or Works in accordance with the terms of the Contract, the LEP may (in addition to any other remedy) serve notice on the Contractor giving the Contractor details of the breach and giving 30 days in which to remedy the breach, following which the LEP may (if the breach is not fully remedied and without prejudice to any other right or remedy):

5.2.1 terminate the Contract and in relation to Services, Goods or Works, enter upon the site of the Works and expel the Contractor there from and may itself or through another Contractor complete the Works or make good the default, in which event the Contractor shall pay to the LEP or it shall be lawful for the LEP to deduct from any sum that is due or may become due to the Contractor under the Contract or otherwise all costs, charges and expenses of such work over and above the rate or price at which such work was to have been carried out under the Contract.

5.2.2 terminate the Contract and in relation to Services, may itself or through another contractor provide the Services or make good the default, and the Contractor shall pay to LEP or it shall be lawful for the LEP to deduct from any sum that is due or may become due

to the Contractor under the Contract or otherwise all costs, charges and expenses of providing such Services over and above the rate or price at which the Services were to have been provided under the Contract

5.3. The Contractor shall make good any defect which occurs within six months of completion as may be required by the LEP.

## **6. Postponement or Cancellation of Delivery of Services, Works or Goods**

If for any unavoidable cause including i) any strike or lock-out of employees or any working to rule by employees, ii) civil commotion, iii) cessation or material interruption of traffic by air road rail or sea, iv) force majeure, or v) exceptionally adverse weather either party to the Contract shall be unable to continue to supply or to accept delivery as the case may be of all the Services, Goods or Works which at the commencement of such disability be bound to deliver or accept as the case may be any Services, Goods or Works and within one month after the termination of that period the LEP shall determine and shall serve notice on the Contractor whether it requires the quantity or the Services or the Works not delivered to be cancelled or to be delivered. If it does so require the Contract shall be performed in the same manner as if the time fixed for each delivery had been postponed by a period equal to the duration of the said period of disability. In the event of any of the causes detailed in i) to v) arising, the Contractor or the LEP as the case may be shall Notify the other as soon as is reasonably practical.

## **7. Inspection of Goods and Premises**

The Contractor shall without hindrance permit any authorised officer or agent of the LEP to enter at any reasonable time without prior notice upon any land or premises or vehicles which are used for the preparation distribution or storage of any of the Goods to be supplied under the Contract for the following purposes:

9.1. To inspect all or any part of the said land premises or vehicles to ascertain whether they are suitable for the preparation distribution or storage of the said Goods

9.2. To check the quantity and/or quality of the Goods their description and their country of origin for this purpose to take such samples as are deemed necessary and the Contractor shall afford all reasonable assistance to the officer or agent in carrying out such inspections (and this shall include the provision of samples where requested).

## **8. Cancellation on Account of Corruption**

The LEP shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or foreborne to do any action in relation to the obtaining or the execution of the Contract or any other contract with the LEP or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the LEP or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the LEP the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or shall have committed an offence under the Bribery Act 2010.

## **9. Payment**

9.1. The Contractor shall send an invoice which shall be electronic in the case of an order placed by electronic means, to the address given in the contract unless otherwise provided for.

9.2. The Contractor's invoice shall quote the Order or Tender number or otherwise make reference to the Contract and shall be sent within seven days of the final performance of the Services, delivery of the Goods or final completion of the Works together with, where applicable, a proof of delivery. Interim payments will only be made where they are specifically provided for in the Contract or Order

9.3. Payment will normally be made 30 days after the date on which a correct invoice is received by the LEP or within any timescales specifically provided for in the Contract or Order. If there are queries regarding details on the invoice or compliance with the terms of the Contract or Order payment will not be made until the queries are resolved.

9.4. Payment will be made directly to the Contractor's bank account (by BACS). The Contractor shall ensure that the LEP has received details of the Contractor's latest bank detail

9.5. The Contractor will ensure that it pays any sub-contractor appointed in accordance with Clause 17 (Assignment and Sub Letting) of these Conditions, within 30 days of the receipt of a correct invoice.

## **10. Right of Set-off**

The LEP shall have the right to deduct from any sum that is due or may become due to the Contractor under the Contract or otherwise, all costs charges and expenses due to the LEP from the Contractor

## **11. Compliance with Law**

11.1. The Contractor declares that the design, construction, standard and quality of the Services, Goods or Works or of any goods or materials used in the execution of the Works and the supply of any Services complies in all respects with all relevant requirements of any statute statutory rule or order or other instrument having the force of law or British, European or International specification which may be in force at the time when the same are supplied.

11.2. In the instance of this contract the LEP conducts itself in accordance with the principles and duties of Best Value contained in the Local Government Act 1999 and encourages its Contractors to embrace similar principles into its own operations.

11.3 The Contractor and the LEP shall comply with the provisions of the Data Protection Act 1998.

11.4 The Contractor shall ensure that all individuals involved in the provision of the Goods, Services or Works are suitably vetted and shall, where applicable:

11.4.1 ensure that all such individuals are subject to a valid disclosure check undertaken through the Criminal Records Bureau and a check against the adults' barred list or the children's barred list, and that disclosures indicate that the staff are suitable to be involved in the provision of the Works, Services or Goods; and

11.4.2 comply with the provisions of the Safeguarding Vulnerable Groups Act 2006 or any successor legislation having similar effect.

11.5. The Contractor at its own expense shall co-operate with any request from the LEP for the disclosure of information or documents held by the Contractor on behalf of the LEP.

## **12. Indemnity**

12.1. Patents etc.

12.1.1. The Contractor shall fully indemnify the LEP against any action claim demand costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent registered design trade mark or trade name protected in the United Kingdom arising from the Services provided, by the use or sale of the Goods and against all costs and damages which the LEP may incur in any action for such infringement or for which the LEP may become liable in any such action PROVIDED ALWAYS that this indemnity shall not apply to any infringement which is due to the use of the Goods or Services in question in a manner or for a purpose not reasonably to be inferred by the Contractor or disclosed to the Contractor prior to the making of the Contract.

12.1.2 In the event of any claim being made or action brought against the LEP arising out of the matters referred to in this condition the Contractor shall be promptly notified thereof and may with the agreement of the LEP at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from. The LEP shall not unless and until the Contractor shall have failed to take over the conduct of the negotiations or litigation make any admission which might be prejudicial thereto. The conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to the LEP such reasonable security as shall from time to time be required by the LEP to cover the amount ascertained or agreed or estimated as the case may be of any

compensation damages expenses and costs for which the LEP may become liable. The LEP shall at the request of the Contractor afford all available assistance for any such purposes and shall be repaid any expenses incurred in so doing.

#### **12.2. Injury or Damage**

12.2.1. The Contractor shall indemnify and keep indemnified the LEP against all losses and claims for death, injuries or damage to any person or property whatsoever (including where the Contract is for the supply of goods the goods themselves) which may arise out of or in consequence of the performance of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto provided always that:

12.2.2. The Contractor's liability to indemnify the LEP as aforesaid shall be reduced proportionately to the extent that the act or neglect of the LEP, its servants or agents may have contributed to the said death, loss, injury or damage, and

12.2.3. Nothing herein shall render the Contractor liable for or in respect of or to indemnify the LEP against any compensation or damages with respect to damage which is the unavoidable result of the way in which the Contract is required to be performed.

#### **13. Professional Indemnity**

13.1. Where the Contractor is acting for the LEP providing services on a consultancy basis the Contractor shall indemnify and keep indemnified the LEP against any claims arising from incorrect or inappropriate professional advice given by the Contractor during the period of the Contract and for a period of not less than 6 (six) years from the date of termination.

13.2. The Contractor shall maintain professional indemnity insurance sufficient to satisfy a claim up to and including £2 million for any one act of default, or such other amount as shall be agreed in writing in advance with the LEP.

#### **14. Intellectual Property**

Intellectual property rights in any works, methods or revisions thereof created by virtue of this Contract shall vest in the LEP unless otherwise agreed in writing.

#### **15. Assignment and Sub-Letting**

15.1 The Contractor shall not transfer or assign directly or indirectly to any person whatever any portion of this contract without the prior written permission of the LEP. Sub-letting other than that which may be customary in the trade concerned shall not take place without the prior written permission of the LEP.

15.2. The Contractor will procure that any assignees or sub-contractors appointed in accordance with sub-clause 15.1, will abide by and comply fully with these terms and conditions of contract.

15.3 The LEP may without the consent of Contractor assign or transfer any of its rights or obligations under this Agreement, in whole or in part, to any entity to which all or part of the business and assets of the LEP are subsequently transferred

#### **16. Notice to Contractor and to LEP**

Any notice or other document whatsoever to be served by either party to the other shall be sufficiently made if sent by first class post, postage paid, by facsimile transmission, or by e-mail to the address of the other party specified in the Contract, or to any other address as either party may substitute by written notice to the other and shall be deemed to have been made on the day on which such communications ought to have been delivered in due course of postal or facsimile transmission, or e-mail Notice to the LEP shall only be effective if it identifies the name of the officer appearing on the Contract, Order or Tender and the Contract to which it relates.

#### **17. Insurance**

The Contractor before the commencement of the Works or the delivery of any of the Goods or Services insure himself and keep himself insured in a sum of £5 million during the continuance of the Contract against the liabilities defined in Condition 12 and shall if required produce to the LEP the policy or policies of insurance required to be effected hereunder together with the receipt for the payment of the last premium in respect of each policy.

**18. Effect of Bankruptcy, etc.**

In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or having a provisional liquidator, receiver or manager of his business or undertaking duly appointed or having possession taken by or on behalf of the holder of any debentures secured by a floating charge of any property comprised in or subject to the floating charge or if in Scotland he shall become insolvent or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors the LEP shall be at liberty to terminate the Contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the Contract may become vested and to act in the manner provided in Conditions 4 or 5 (as the case may be).

**19. Equality and Diversity**

Without prejudice to Condition 11 the Contractor shall at all times comply with their statutory obligations, including but not limited to their obligations under the Equality Act 2010 and shall not treat one group of people less favourably than others because of their colour, race, religion and belief, nationality, ethnic origin, disability, sex or sexual orientation in relation to decisions to recruit, train or promote staff or in connection with the provision of services.

**20. Confidentiality**

The Contractor shall not, other than that statutorily required or for the purpose of obtaining insurance, divulge, advertise or make any public announcement concerning any contracts with the LEP without consent.

**21. Dispute Resolution**

If any dispute arises in connection with this Contract, the parties may attempt to settle it by mediation. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. This shall not prevent either party from commencing legal proceedings.

**22. Legal Effect**

22.1. The invalidity, illegality or unenforceability of any term or condition of this Contract shall not affect the validity, legality or enforceability of any other term or condition of this Contract.

22.2. The Contracts (Rights of Third Parties) Act shall not apply to the Contract save in respect of those Transferring Employees seeking to enforce their rights in accordance with Paragraph 5(ii) of the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

22.3 These are the only conditions upon which the LEP is prepared to deal with the Contract and which shall govern the Contract to the exclusion of any other terms and conditions.

22.4. The Contract shall be construed in accordance with English Law

## **Contractor Return**

**Name of Contractor** (Insert name)

**New Anglia Local Enterprise Partnership, Centrum, Norwich Research Park, Norwich  
NR4 7UG**

### **New Anglia LEP Independent Appraisal role**

#### **To New Anglia Local Enterprise Partnership (the LEP)**

We, the undersigned, hereby offer and agree on the acceptance of this quotation or any part thereof by the LEP to supply the LEP in accordance with any specific terms of this contract and the standard terms and conditions of contract the services or materials hereinafter in the contract specification and of the quality or kind and at the rate or price specified.

**Signed**            **/Capacity**            **(Contractor to sign here)**

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**For and on behalf of**            **(Name of Organisation)**

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**Address inc postcode**

**Telephone**

**Email**

**Date**

**I am/am not registered for VAT (delete as applicable)**

**VAT Reference if appropriate:**

**Status of Contractor**

**I confirm that my status is:**

**Self employed and not an employee of the LEP Yes/No (delete as applicable)**

**Other Conditions- please confirm acceptance of conditions contained within contract specification:**

**Appropriate levels of insurance confirmed Yes/No (delete as applicable)**

**Awareness of Equal Opportunities legislation Yes/No**

**Acceptance and understanding of Data Protection regulations Yes/No**

**Acceptance of confidentiality guidance Yes/No**

**Contractor Signature acceptance of the above requirements:**

**Signed**

**Name**

**Date**

**Please return this completed form to Lisa Roberts, New Anglia LEP  
LIS@newanglia.co.uk by 5pm on 27<sup>th</sup> March 2020.**