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## **Digital Outcomes and Specialist Framework Agreement Call-Off Contract**

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

### Part A - Order Form

### Part B - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

Schedule 8 - Deed of guarantee

### Part C - Terms and conditions as at [www.gov.uk](http://www.gov.uk)

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes
23. Termination
24. Consequences of termination
25. Supplier's status

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- [26. Notices](#)
  - [27. Exit plan](#)
  - [28. Help at retendering and handover to replacement supplier](#)
  - [29. Changes to Services](#)
  - [30. Contract changes](#)
  - [31. Force Majeure](#)
  - [32. Entire agreement](#)
  - [33. Liability](#)
  - [34. Waiver and cumulative remedies](#)
  - [35. Fraud](#)
  - [36. Prevention of bribery and corruption](#)
  - [37. Legislative change](#)
  - [38. Publicity, branding, media and official enquiries](#)
  - [39. Non Discrimination](#)
  - [40. Premises](#)
  - [41. Equipment](#)
  - [42. Law and jurisdiction](#)
  - [43. Defined Terms](#)

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- 
- Buyer and Supplier details
  - contract term
  - Deliverables
  - location
  - warranties
  - staffing needs
  - staff vetting procedure
  - notice period for termination
  - standards required (including security requirements)
  - charges, invoicing method, payment methods and payment terms
  - additional Buyer terms and conditions
  - insurances
  - business continuity and disaster recovery
  - security
  - governance
  - methodology
  - Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

**Part A - Order Form**

<b>Buyer</b>	Cabinet Office
<b>Supplier</b>	eSynergy Solutions Limited
<b>Call-Off Contract/Project Ref.</b>	WP1204
<b>Call-Off Contract title</b>	eSynergy Solutions Limited
<b>Call-Off Contract description</b>	The <b>Requirements</b> are for a Senior Java Developer to work on PCI DSS accredited GOV.UK Pay payments platform to help with the outstanding backlog of work to scale the recently launched platform to onboard new services and to further develop its product offering.
<b><u>Call-Off Contract period</u></b>	6 months
<b>Start date</b>	05/01/2017
<b>End date</b>	04/07/2017 (review at 3 month point)
<b>Call-Off Contract extension option</b>	6 Months
<b><u>Call-Off Contract value</u></b>	Initial value of £91,350 [REDACTED]

**Charging method**

Capped time and materials (CTM)	
Time and materials (T&M)	YES
Fixed price	

Other pricing method or a combination of pricing methods agreed by the parties	
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<b>Notice period for termination for convenience</b>	20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement
<b>Purchase order No.</b>	TBC
<b>Initial SOW package</b>	[See schedule 3.1]

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

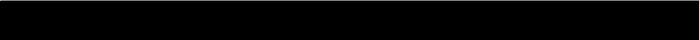
**Project reference:** DOS-WP1204-01.  
**Buyer reference:** Java Developer for GOV.UK Pay.  
**Order date:** 19/12/2016.  
**Purchase order:** TBC

**From: the Buyer**  
Cabinet Office.

**To: the supplier**  
eSynergy Solutions Limited

[REDACTED]  
04235243

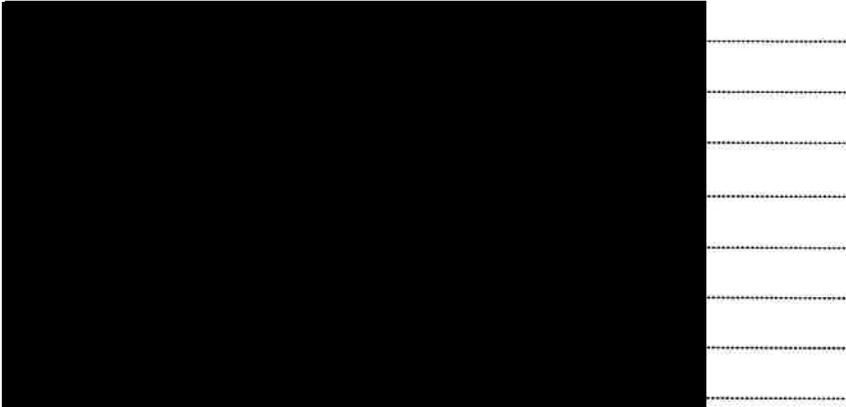
**Together: the "Parties"**



**Principle contact details**

For the Buyer: Name:  
 Title:  
 Email:  
 Phone:

For the supplier Name:  
 Title:  
 Email:  
 Phone:



**Call Off Contract term**

**Commencement date:** This contract commences on 05/01/2017 and is valid for 6 months.

**Buyer contractual requirements**

**Digital outcomes and specialists services required:** For the provision of a: Senior Java Developer to work on PCI DSS accredited GOV.UK Pay payments platform to help with the outstanding backlog of work to scale the recently launched platform to onboard new services and to further develop its product offering.

**Warranty period** Not Applicable

**Location:** [Redacted]

**Staff vetting procedures:** The level of clearance for this requirement is: Minimum Baseline Personnel Security Standard

**Standards:** Not used.

**Limit on supplier's liability:** As per Call off Contract terms

**Insurance:** As per Call off Contract terms



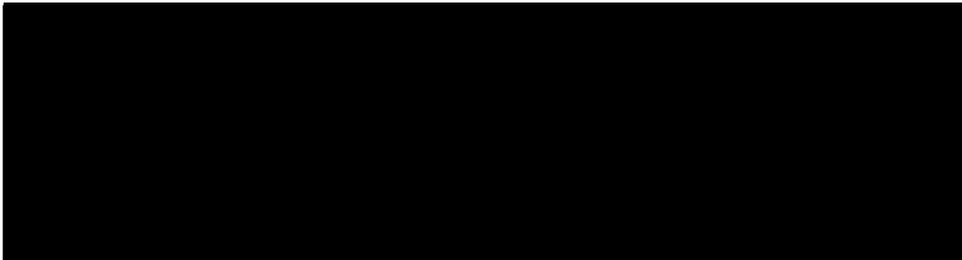
**Supplier's information**

**Commercially sensitive information:** No additional requirements

**Subcontractors / Partners:** No additional requirements

**Call-Off Contract Charges and payment**

**The method of payment for the Call-Off Contract Charges (GPC or BACS)**



**Invoice details** Monthly

**Who and where to send invoices to:**



**Invoice information required – eg PO, project ref, etc.** WP1204 and PO number

**Invoice frequency** Monthly in arrears or in line with completed SoW

**Call-Off Contract value:** Initial value of £91,350

**Call-Off Contract Charges:**   
*Charging Method = Time and Materials day rate*

**Additional Buyer terms**

**Warranties, representations and acceptance criteria** N/A

**Supplemental requirements in addition to the call-off terms** N/A

**Buyer specific amendments to/refinements of the Call-Off Contract terms** N/A

**Specific terms:** N/A

<b>Clause</b>	<b>Minimum number of days held within the Call-Off Contract</b>
6 Warranties, representations and acceptance criteria	N/A
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
33 Liability	Remains various shown within the Call-Off Contract terms

## Formation of Contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

### 2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

### SIGNED:

	Supplier: <b>ESYNERGY SOLUTIONS UK LIMITED</b>	Buyer: <b>CABINET OFFICE</b>
Name:	[REDACTED]	
Title:		
Signature:		
Date:		



## Part B - The Schedules

### Schedule 1 - Requirements

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1379> -

Opportunity attribute name	Opportunity attribute value
Published	Monday 21 November 2016
Deadline for asking questions	Wednesday 23 November 2016
Closing date for applications	Monday 28 November 2016

### Overview

Opportunity attribute name	Opportunity attribute value
Specialist role	Developer
Summary of the work	Senior Java Developer to work on PCI DSS accredited GOVUK Pay payments platform to help with the outstanding backlog of work to scale the recently launched platform to onboard new services and to further develop its product offering.
Latest start date	5/1/2017
Expected contract length	6 months, with a review at the 3 month point.
Location	London

Organisation the work is for Government Digital Service

Maximum day rate £725

## About the work

Early market engagement

Who the specialist will work with Multi-disciplinary team, mainly WebOps and back end developers, technical architect, user researchers, product managers, delivery managers, tech author.

What the specialist will work on Working with our already established development team to further develop our PCI DSS accredited payments platform, to tackle our outstanding backlog of work to scale our current platform to onboard more government services and expand our product offering to both citizen users and backend staff. The role will also include supporting our existing platform and may require some out of hours support work.

### Work setup

Address where the work will take place

Working arrangements Monday to Friday 7.5 hours per day + lunch time Must start work by 09:45 and not end before 16:00 Mainly based from our office in Holborn, with opportunities to work from home part time. Moving offices to Aldgate Mar17 OnCall support out of hours on rotation approach every 6 weeks

Security clearance It is preferred that the candidate already has SC clearance, however if this is not currently held, they must be willing to undertake the SC clearance process.

### Additional information

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## Skills and experience

Buyers will use the essential and nice-to-have skills and experience to help them evaluate suppliers' technical competence.

**Opportunity attribute name**

**Opportunity attribute value**

Essential skills and experience

- Senior software engineer with exemplary Java skills
- Demonstrable experience of working in a strong agile and self organising team using agile practices such as Scrum and Kanban
- Experience of working in a PCI DSS accredited development environment
- Experience working on a payments platform
- Experience of mentoring more junior developers
- Experience of working on architecture systems using microservices
- Experience of working in cloud based infrastructure using AWS
- Experience of working on WorldPay and SmartPay integrations
- Experience of developing scalable restful APIs
- Experience of working in a continuous delivery pipeline
- Experience of supporting a 24/7 service
- Experience using the following technologies: AWS, Heroku, Java8, Postgress, Docker, Cucumber
- Ability to present and communicate technical solutions to a non technical audience a potential customers

Nice-to-have skills and experience

- Experience supporting a 24/7 service and providing out of hours support
- Experience working in government

**Schedule 2 - Supplier's response**

[REDACTED]

### Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

#### Sch 3.1 SOW Details

<b>Date of SOW:</b>	<i>05/01/2017</i>
<b>SOW Reference:</b>	<i>DOS-WP1204-1</i>
<b>Buyer:</b>	<i>Cabinet Office</i>
<b>Supplier:</b>	<i>eSynergy Solutions Limited</i>
<b>Release Type(s):</b>	<i>Delivery</i>
<b>Phase(s) of Development:</b>	<i>Live</i>
<b>Release Completion Date:</b>	<i>31/03/2017</i>
<b>Duration of SOW</b>	<i>05/01/2017 - 31/03/2017 (62 Days)</i>
<b>Charging Method(s) for this Release:</b>	<i>Time and Materials</i>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

**Sch 3.2 Key Staff**

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details
[REDACTED]	[REDACTED]	[REDACTED]

**Sch 3.3 Deliverables**

3.3.1 [REDACTED]

3.3.2 [REDACTED]

3.3.3 [REDACTED]

3.3.4 [REDACTED]

**Sch 3.4 Call-Off Contract Charges**

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract Charge
- Remainder of value under overall Call-Off Contract Charge  
Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced
- Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

The Supplier will, with prior agreement with the Customer, provide a suitably qualified person should there be an issue with any of their team, or if they are ill or on holiday for more than one week.

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

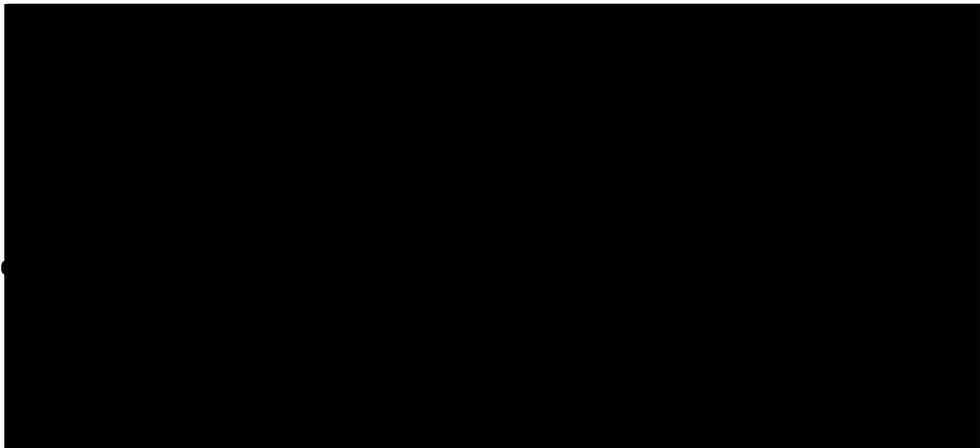
**Sch 3.5. Agreement of statement of works**

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

**For and on behalf of the supplier:**

Name and title

Signature and date



**For and on behalf of the buyer:**

Name and title

Signature and date



Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

**Schedule 4 - Contract Change Notice (CCN) - NOT APPLICABLE**

Order Form reference for the Call-Off Contract being varied:

**BETWEEN:**

**Buyer Full Name ("the Buyer")**

and

**Supplier Full Name ("the Supplier")**

- ~~1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:  
**Guidance Note: Insert full details of the change including:**  
**Reason for the change;**  
**Full Details of the proposed change;**  
**Likely impact, if any, of the change on other aspects of the Call-Off Contract;**~~
- ~~2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.~~
- ~~3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.~~

**Signed by an authorised signatory for and on behalf of the Buyer**

Signature:

X \_\_\_\_\_

Date: \_\_\_\_\_  
Click here to enter a date.

Name: \_\_\_\_\_  
Click here to enter text.

Address: \_\_\_\_\_  
Click here to enter text.

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**Signed by an authorised signatory to sign for and on behalf of the Supplier**

Signature:

X \_\_\_\_\_

Date: [Click here to enter a date.](#)

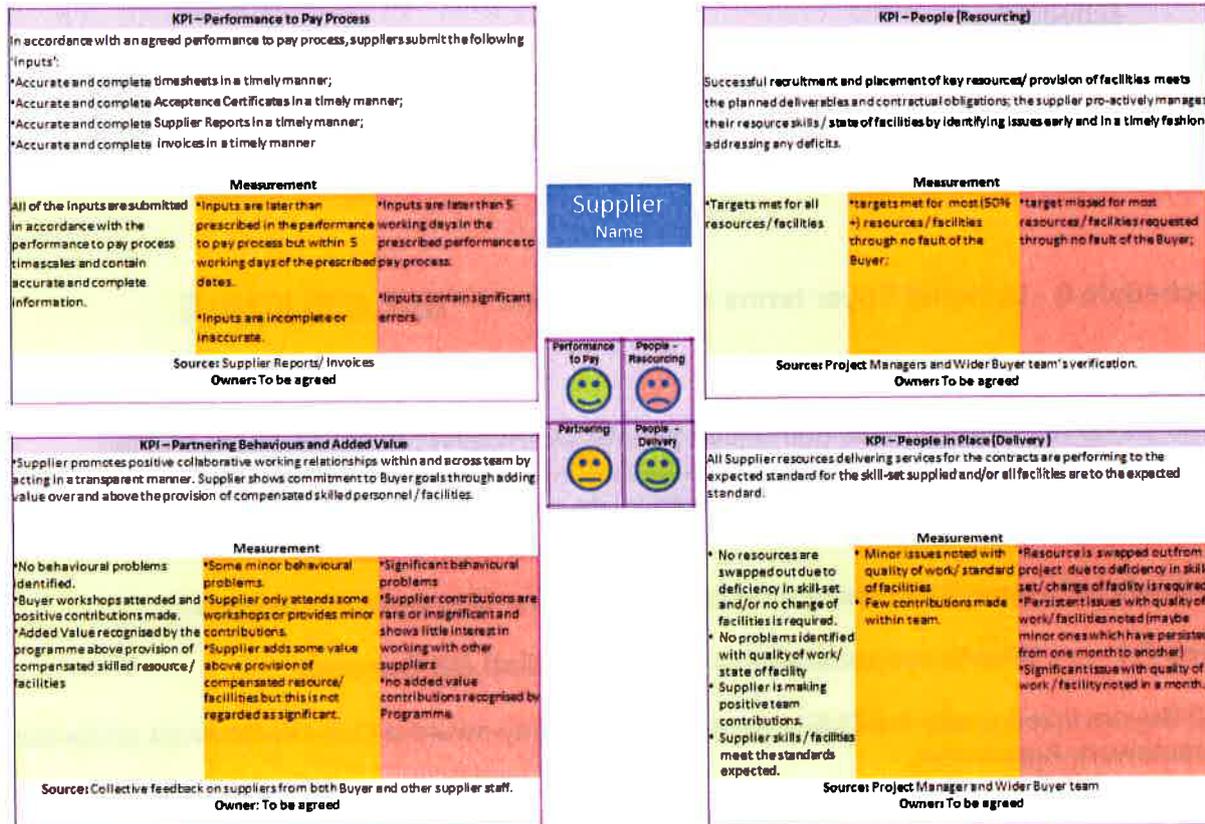
Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

**Schedule 5 - Balanced Scorecard**

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

# Balanced Scorecard



The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance

3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator
4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: [cloud\\_digital@crownccommercial.gov.uk](mailto:cloud_digital@crownccommercial.gov.uk).

## **Schedule 6 - Optional Buyer terms and conditions -- NOT APPLICABLE**

### **Sch 6.1 — Buyer's agent**

~~The Buyer (as principal) has authorised [NAME OF AGENT] to act as agent on their behalf. The Buyer (as principal) remains liable for all of the Buyer obligations under this Call-Off Contract entered into on its behalf by its agent.~~

## **~~Schedule 7 - How Services will be bought (Further Competition process)~~**

### **~~Sch 7.1 — Who is responsible for awarding a Call-Off Contract~~**

~~All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.~~

~~The Buyer may appoint an agent to act on their behalf.~~

~~CCS is not responsible for the actions of any Buyer.~~

### **~~Sch 7.2 — Activity that may take place before Further Competition~~**

~~Before starting a Further Competition, a Buyer will regularly undertake market engagement and publish a draft requirements document for Suppliers. Those Suppliers may then give feedback in order to:~~

- ~~• help the Buyer understand the complexity of the work; and~~
- ~~• help improve the quality of the brief that will be issued pursuant the Further Competition.~~

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**Sch 7.3 — Buyer reserves the right not to award**

~~A Further Competition procedure may be cancelled at any time and the Buyer is not obliged to award a Call-Off Contract.~~

~~At any stage during the Further Competition, the Buyer may go back to any stage in the further competition process and amend their requirements if they consider that the further competition is not meeting their needs.~~

~~Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close through the Digital Marketplace. Questions and responses will be anonymised and made available to all Suppliers.~~

**Sch 7.4 — Right to change Further Competition process**

~~CCS may change the Further Competition process and the tools used for evaluation at any time.~~

**Sch 7.5 — Lot 1: Digital outcomes Further Competition and Evaluation process**

~~In order to complete the following Further Competition process, the Buyer will:~~

- ~~a) Write a brief detailing their requirements and the outcome they want to achieve.~~
- ~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:
  - ~~• the bid submission due date; and~~
  - ~~• the date range for any subsequent evaluation stages.~~~~
- ~~c) Produce a list of all capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.~~
- ~~d) Publish the brief and the evaluation process to the list of capable Suppliers~~
- ~~e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must~~

~~provide a positive response to all essential questions to in order to proceed to the next stage.~~

~~f) Review the list of interested Suppliers who both submitted a response and meet all essential criteria.~~

~~g) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria further yes/no questions. This step may be repeated if necessary.~~

~~h) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria any qualitative questions relating to the brief.~~

~~i) Invite shortlisted Suppliers to a further evaluation. This may include any of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:~~

- ~~• providing a written proposal~~
- ~~• providing a case study or evidence of previous work~~
- ~~• a presentation~~
- ~~• a pitch~~
- ~~• an interview~~
- ~~• providing a reference.~~

~~j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.~~

~~k) Run financial due diligence if required on the provisionally successful Supplier(s).~~

~~l) Award a Call-Off Contract to the successful Supplier(s).~~

~~m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

~~The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.~~

~~The Buyer will evaluate Suppliers' responses against the following criteria:~~

<b>Criteria</b>	<b>Weighting range (%)</b>
<del>Technical merit and functional fit</del>	<del>10 – 75</del>

Cultural fit	5–20
Price	20–85
<b>TOTAL</b>	<b>100%</b>

~~Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.~~

~~If 2 or more Suppliers have the same score, the Buyer will use either:~~

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

#### ~~Sch 7.6 — Lot 2: Digital specialists Further Competition and Evaluation process~~

~~In order to complete the following Further Competition process the Buyer will:~~

- ~~a) Write a brief detailing their requirements and the Deliverables they need.~~
- ~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will take into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit bids. It will include:
 
  - ~~• the bid submission due date; and~~
  - ~~• the date range for any subsequent evaluation stages.~~~~
- ~~c) Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.~~
- ~~d) Send the brief and the evaluation process to the list of capable Suppliers.~~
- ~~e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.~~



~~f) Review the list of interested Suppliers who submitted a response and meet all essential criteria.~~

~~g) (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.~~

~~h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).~~

~~i) Invite shortlisted Suppliers to further evaluation to assess whether their proposed specialist is able to meet their requirements. This may include any or all of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:~~

- ~~• providing a profile~~
- ~~• providing a written proposal~~
- ~~• providing a case study or evidence of previous work~~
- ~~• a presentation~~
- ~~• an interview~~
- ~~• a test~~
- ~~• providing a reference.~~

~~j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.~~

~~k) Run financial due diligence if required on the provisionally successful Supplier(s).~~

~~l) Award a Call-Off Contract to the successful Supplier(s).~~

~~m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

~~The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.~~

~~The Buyer will evaluate Suppliers' responses against the following criteria:~~

<del>Criteria</del>	<del>Weighting range (%)</del>
<del>Technical merit and functional fit</del>	<del>10 – 75</del>

Cultural fit	5 – 20
Price	20 – 85
<b>TOTAL</b>	<b>100%</b>

~~Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.~~

~~If 2 or more Suppliers have the same score, the Buyer will use either:~~

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

#### ~~Sch 7.7 — Lot 3: User research studios Further Competition and Evaluation process~~

~~In order to complete the following Further Competition process the Buyer will:~~

- ~~a) Write a brief detailing their requirements, eg facilities needed, studio location and availability.~~
- ~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief.~~
- ~~c) Produce a list of capable Suppliers based on the Buyer's requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.~~
- ~~d) Contact the list of capable Suppliers to find out whether they are able to meet the requirements.~~
- ~~e) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.~~
- ~~f) Run financial due diligence if required on the provisionally successful Supplier(s).~~
- ~~g) Award a Call-Off Contract to the successful Supplier(s).~~

~~h) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

~~The Buyer will evaluate Suppliers' responses against the following criteria:~~

<b>Criteria</b>	<b>Weighting range (%)</b>
Technical merit and functional fit	15 – 75
Price	25 – 85
<b>TOTAL</b>	<b>100%</b>

~~The Buyer may inspect the Supplier's studios before Call-Off Contract award or before they are used.~~

~~If 2 or more Suppliers have the same score, the Buyer will use either:~~

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

#### ~~Sch 7.8 — Lot 4: User research participants Further Competition and Evaluation process~~

~~In order to complete the following Further Competition process the Buyer will:~~

~~a) Write a brief detailing their requirements.~~

~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:~~

- ~~• the bid submission due date; and~~
- ~~• the date range for any subsequent evaluation stages.~~

~~e) Produce a list of capable Suppliers that meet the Buyer's requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.~~



- ~~d) Send the brief and evaluation process to the list of capable Suppliers.~~
- ~~e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must give a positive response to all essential questions to proceed to the next stage.~~
- ~~f) Review the list of interested Suppliers who submitted a response and who meet all essential criteria.~~
- ~~g) (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.~~
- ~~h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).~~
- ~~i) Invite shortlisted Suppliers to a further evaluation stage. Only evaluation methods indicated when issuing the brief can be used. These methods may include but are not limited to:
 
  - ~~• providing a written proposal~~
  - ~~• providing a case study or evidence of previous work~~
  - ~~• providing a reference~~
  - ~~• an interview~~~~
- ~~j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.~~
- ~~k) Run financial due diligence if required on the provisionally successful Supplier(s).~~
- ~~l) Award a Call-Off Contract to the successful Supplier(s).~~
- ~~m) Notify unsuccessful Suppliers and provide shortlisted Suppliers with feedback.~~

~~The Buyer reserves to right to use some but not all of the evaluation methods indicated when issuing the brief.~~

~~The Buyer will evaluate Suppliers' responses against the following criteria:~~

<del>Criteria</del>	<del>Weighting range (%)</del>
---------------------	--------------------------------

Technical merit and functional fit	10 – 80
Availability	10 – 80
Price	20 – 80
<b>TOTAL</b>	<b>100%</b>

~~Weightings for technical merit and functional fit, availability and price must total 100%.~~

~~If 2 or more Suppliers have the same score, the Buyer will use either:~~

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

### **Schedule 8 - Deed of guarantee**

~~This deed of guarantee is made on [insert date date/month/year] \_\_\_\_\_ 20[ ]  
between:~~

~~(1) [Insert the name of the guarantor] a company incorporated in England and Wales with number [insert company no.] whose registered office is at [insert details of the guarantor's registered office here] [OR] [a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ('guarantor'); in favour of  
**and**~~

~~(2) THE BUYER whose offices are XXXXXXXXXXXXXXXXXXXX ('Beneficiary')~~

#### **Whereas:**

~~(A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.~~

~~(B) It is the intention of the Parties that this document be executed and take effect as a deed.~~

~~In consideration of the Buyer entering into the Call-Off Contract, the Guarantor hereby agrees with the Buyer as follows:~~

## DEFINITIONS AND INTERPRETATION

~~In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.~~

<b>'Call-Off Contract'</b>	means <del>[the Guaranteed Agreement]</del> made between the Buyer and the Supplier on <del>[insert date]</del>
<b>'Guaranteed Obligations'</b>	means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract

~~References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.~~

~~Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.~~

~~References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.~~

~~The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible.~~

~~Unless the context otherwise requires, reference to a gender includes the other gender and the neuter.~~

~~Unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time.~~

~~Unless the context otherwise requires, any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words.~~

~~References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.~~

~~References to liability are to include any liability whether actual, contingent, present or future.~~

**Guarantee and indemnity**

~~The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.~~

~~If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:~~

- ~~• \_\_\_\_\_ fully perform or buy performance of the guaranteed obligations to the Buyer~~
- ~~• \_\_\_\_\_ as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract~~

~~As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.~~

**Obligation to enter into a new Contract**

~~If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.~~

**Demands and notices**

~~Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:~~

~~{Address of the Guarantor in England and Wales}~~

~~{Email address of the Guarantor representative}~~

~~For the Attention of [insert details]~~

~~or such other address in England and Wales as the Guarantor has from notified to the Buyer in writing as being an address for the receipt of such demands or notices.~~

~~Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served:~~

- ~~● \_\_\_\_\_ if delivered by hand, at the time of delivery~~
- ~~● \_\_\_\_\_ if posted, at 10am on the second Working Day after it was put into the post~~
- ~~● \_\_\_\_\_ if sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day~~

~~In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.~~

~~Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.~~

## **BENEFICIARY'S PROTECTIONS**

~~The Guarantor will not be discharged or released from this Deed of Guarantee by:~~

- ~~● \_\_\_\_\_ any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)~~
- ~~● \_\_\_\_\_ any amendment to or termination of the Call-Off Contract~~
- ~~● \_\_\_\_\_ any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)~~
- ~~● \_\_\_\_\_ the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor~~

~~This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:~~

- ~~● \_\_\_\_\_ it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee~~
- ~~● \_\_\_\_\_ it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency,~~

~~liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person~~  
● ~~\_\_\_\_\_ if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor~~

● ~~\_\_\_\_\_ the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer~~

~~The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.~~

~~The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:~~

- ~~\_\_\_\_\_ obtain judgment against the Supplier or the Guarantor or any third party in any court~~
- ~~\_\_\_\_\_ make or file any claim in a bankruptcy or liquidation of the Supplier or any third party~~
- ~~\_\_\_\_\_ take any action against the Supplier or the Guarantor or any third party~~
- ~~\_\_\_\_\_ resort to any other security or guarantee or other means of payment.~~

~~No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.~~

~~The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient.~~

~~Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.~~

~~Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee~~