



Department for
Business, Energy
& Industrial Strategy

NIRAS Group (UK) Ltd.
Kings Ride Court
Kings Ride
Ascot
Berkshire / SL5 7JR

Information redacted in line with Section 40 of the FOIA

Date: 31st January 2022
Our ref: TRN **5560/12/2021**

Dear Sirs,

Supply of **Analysis into cost of additional underwater noise mitigation during offshore wind farm construction**

Following your tender/ proposal for the supply of **Analysis into cost of additional underwater noise mitigation during offshore wind farm construction to The Department for Business, Energy and Industrial Strategy (BEIS)**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("Order Form"), contract conditions and the Annexes set out the terms of the contract between NIRAS Group (UK) Ltd. and BEIS for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via e-Sign within 5 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

Information redacted in line with Section 40 of the FOIA

Information redacted in line with Section 40 of the FOIA

Order Form

1. Contract Reference	650555585	
2. Date	9 th February 2022	
3. Buyer	The Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, London, SW1H 0ET ("Customer")	
4. Supplier	NIRAS Group (UK) Ltd., Kings Ride Court, Kings Ride, Ascot, Berkshire, SL5 7JR ("Supplier") Registration Number: 01250443	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	<p>As in:</p> <ul style="list-style-type: none"> - Annex 2 (Invitation to Tender) - Annex 3 (Supplier's Proposal) <p>To be performed at the Supplier's premises (unless situation changes and deemed appropriate upon mutual agreement and will be documented in writing)</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2 / Invitation to Tender dated 24 th December 2021.	
8. Term	The Charges for the Deliverables shall be as set out in Annex 3 / Supplier's Proposal dated 24 th January 2022.	
9. Charges	All invoices must be sent, quoting a valid purchase order number (PO Number), to:	

	<p>finance@services.uksbs.co.uk or Billingham (UKSBS Queensway House, West Precinct, Billingham, TS23 2NF)</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
10. Payment	<p>For general liaison your contact will continue to be</p> <p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
11. Buyer Authorised Representative(s)	<p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
12. Supplier Authorised Representative(s)	<p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
13. Key Personnel	<p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
14. Procedures and Policies	<p>For the purposes of the Contract the Staff Vetting Procedures/data security requirements/equality and diversity policy and environmental policy may be pro-</p>

	<p>vided and the supplier is expected to perform according to relevant clauses in the DPF33 Short Form Terms and Conditions (June 2018)</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>Date:</p> <div data-bbox="268 1552 544 1624" style="border: 1px solid black; padding: 2px;">09.02.2022</div>	<p>Date:</p> <div data-bbox="987 1552 1303 1624" style="border: 1px solid black; padding: 2px;">10.02.2022</div>
<p>Signature:</p> <p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p>	<p>Signature:</p> <p>Information redacted in line with Section 40 of the FOIA</p> <p>[Redacted]</p>

Annex 1 Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Contract.

(1) The contact details of the Contracting Authorities Data Protection Officer are:

Contracting Authority Data Protection Officer

Department for Business, Energy and Industrial Strategy

1 Victoria Street

London

SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Suppliers Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: TBC

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

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

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure the Processor can effectively deliver the contract to undertaking analysis into cost of additional underwater noise mitigation during offshore wind farm construction.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p>

	<p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid. The contractor will provide BEIS evaluators with a privacy notice before participating to ensure they understand the nature of the research, how their data will be used and stored.</p>
Duration of the processing	Processing will take place between 1 st January 2022 and 31 st June 2022.
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.

Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.
Categories of Data Subject	Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The contract ends on 31st March 2022 but the Processor will be expected to retain the data for a further three months after the expiry of the Contract (until 1st June 2022).</p> <p>The Processor will delete the Personal Data and erase it from any computers, storage devices and storage media that are to be retained by the Supplier on 1st June 2022.</p> <p>The Supplier will certify to the Customer that it has completed this deletion.</p>

Annex 2 Invitation to Tender



Department for
Business, Energy
& Industrial Strategy

**Invitation to Tender for Analysis into cost of
additional underwater noise mitigation during
offshore wind farm construction**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses:

24th January 2022 at 12:00pm

Department for Business, Energy & Industrial Strategy

Date: 24 December 2021

The Department for Business, Energy & Industrial Strategy ("BEIS") wishes to commission a project to **develop evidence-based cost estimates for the use of all noise abatement/noise reduction techniques (including alternative installation techniques and alternative foundations) that are at, or near, a stage of commercial readiness.**

In order to be considered for this opportunity, tenderers must submit a written response via the Delta e-Sourcing Portal by **24th January 2022 at 12:00pm.**

This Invitation to Tender (ITT) comprises of the following sections:

- Section 1 Instructions and Information on Tendering Procedure
- Section 2 Specification of Requirements
- Section 3 Further Information on Tender Procedure
- Section 4 Declarations to be Submitted by Tenderers
- Annex A Standard Selection Questionnaire
- Annex B Pricing Schedule
- Annex C Schedule of Processing, Personal Data and Data Subjects
- Annex D Draft Non-Disclosure Agreement
- Annex E Draft Short Form Contract
- Annex F Prompt Payment Letter (For Information)

Tender responses must include the following:

1. Responses to all evaluation criteria within page limits and formatting as specified in Section 2;
2. A fully completed Standard Selection Questionnaire as found in Annex A
3. A completed version of the Pricing Schedule at Annex B;
4. A completed set of declarations in the form set out in Section 4 including:
 - a. Statement of Non-Collusion;
 - b. Form of Tender;
 - c. Conflict of Interest Declaration;

Any questions about this invitation to tender ("ITT"), should be submitted by **14th January 2022 at 12:00pm.**

Please note this ITT and any communications around and in response to it (including tender responses) are confidential and must be treated as confidential information.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender.

I look forward to receiving your response.

Yours sincerely,

BEIS Commercial

Privacy Notice

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

YOUR DATA

We will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;

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

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

Unsuccessful tenders will be kept for a period of six months following the date of contract signature. The successful tender will be retained as part of the contract documentation for a period of 6 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

YOUR RIGHTS

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

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

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

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

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

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

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

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the UK.

COMPLAINTS

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

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

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

CONTACT DETAILS

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

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

Section 1

Instructions and Information on Tendering Procedures

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

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A. Indicative Timetable

The anticipated timetable for this tender exercise is as follows. BEIS reserves the right to vary this timetable at any time during the procurement process. No liability shall fall on BEIS for any costs incurred. Any variations will be circulated to all invited organisations via Delta e-Sourcing Portal.

Table 1. Indicative Timetable

Tender Timeline	Date and Time
Advert and full invitation to tender issued	Friday 24 th December 2021
Deadline for questions relating to the tender shall be received through Delta eSourcing messaging system	Friday 14 th January 2022 12:00pm
Responses to questions published to all Tenderers by the Buyer through Delta eSourcing Portal	Monday 17 th January 2022
Deadline for receipt of tender through Delta eSourcing	Monday 24 th January 2022 12:00pm
Invite suppliers for bid clarification (if needed)	w/c Monday 24 th January 2022
All suppliers alerted of outcome	Thursday 27 th January 2022
Contract award on signature by both parties	Friday 28 th January 2022
Anticipated Contract Start Date	Tuesday 1 st February 2022

The contract is to be for a period of approximately (2) months unless terminated or extended by the Department in accordance with the terms of the contract.

B. Procedure for Submitting Tender

Tender responses must be submitted via the Delta Procurement Portal by **24th January 2022 at 12:00pm**. Clarification questions must be submitted via the Delta Procurement Portal by **14th January 2022 at 12:00pm**; questions submitted after this date may not be answered. Should questions arise during the clarification period, we will publish these questions with our formal reply by the end of 17th January 2022 and circulate – unnamed - to all organisations that have been submitted to submit a tender. All Tenderers should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Authority does not undertake to consider tenders received after that time. The Authority requires tenders to remain valid for ninety (90) days following submission.

The Authority shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation

and declarations requested in this ITT. The Authority shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender.

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

C. Conflict of Interest

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

BEIS requires tenderers to declare any potential conflict of interest when submitting their bid. BEIS may at its sole discretion exclude tenders where there is a conflict of interest which cannot be resolved to the satisfaction of BEIS.

A conflict of interest will not necessarily mean the individual or tenderer cannot work on this project; but it is vital that any interest or conflict is declared so it can be considered openly.

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

1. **During the bidding process, tenderers may submit a clarification via the Delta e-Sourcing Portal to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner's identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **In their response, tenderers must sign and return Declaration 3 within Section 4 of this ITT (page 27) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the tenderer should give a full account of the actions or processes that it will use to ensure that conflict of interest is managed. In any statement of mitigating actions, tenderers are expected to outline how they propose to achieve a robust, impartial, and credible approach to their services.
3. **When tenders are scored, this declaration will be subject to a PASS/FAIL score,** according to whether, on the basis of the information in the proposal and declaration, BEIS considers that there remains a conflict of interest which may affect the impartiality of a tenderer's services. Tenderers who are excluded from this competition due to a conflict of interest will not receive any feedback on their bid.

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

D. Evaluation of Responses

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

E. Terms and conditions applying to this Invitation to Tender

The Short Form Contract, Annex E will apply to this contract. These can be downloaded from Delta e-Sourcing portal. The winning contractor will need to accept that BEIS will use its own internal contract template together with the Short Form Contract, when issuing the contract.

The successful Tenderer's submission will form part of the agreed contract.

F. Further Instructions to Tenderers

BEIS reserves the right to amend the ITT and enclosed tender documents at any time prior to the deadline for receipt of tenders. Where amendments are significant, BEIS may at its discretion extend the deadline for receipt of tenders.

BEIS reserves the right to withdraw this contract opportunity without prior notice and for any reason whatsoever. BEIS will not be liable for any costs incurred by tenderers during any stage of the process. BEIS also reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

Section 2

Specification of Requirements

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

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1. Background

Increases in offshore wind development are needed to meet the government's target of 40GW by 2030, however construction of these developments has the potential to harm the marine environment. Marine mammals are sensitive to this noise, which has the potential to kill, injure or disturb without appropriate mitigation. A key area of concern is impulsive noise, primarily generated when installing turbine foundations. Developers are already required (as part of the consent process) to implement marine mammal mitigation when undertaking these activities, however, it is anticipated that additional mitigation will be needed in the future to reflect increases in the size of turbine generators and their associated foundations; and to manage in-combination effects, which are a major concern given the number of developments required over the next ten years.

Multiple developments are proposed within Special Areas of Conservation designated for harbour porpoise. A noise management approach has been implemented to reduce disturbance from noise within these sites which includes spatial/temporal thresholds to ensure no more than 20% of the site is unavailable to harbour porpoise each day and 10% over a season. However, there is a high risk these thresholds will be exceeded in the coming years, risking an adverse effect on site integrity.

Mandatory noise mitigation would allow 'headroom' for industries to continue to operate below these noise thresholds. However, it is unlikely that all mitigation/abatement measures would be suitable for all operations under all sectors, so further analysis of available and upcoming technologies and approaches is required. BEIS need to understand the supply chain and costs associated with any additional mitigation infrastructure and the subsequent implications for upcoming CfD rounds.

Defra and BEIS are working together to investigate how additional noise mitigation could be used to substantially decrease the amount of underwater noise produced during offshore wind farm construction, and whether the requirement for mitigation should be mandatory. This proposed project is aligned with a Defra project. The Defra project will review existing regulatory processes for offshore wind and consider how piling can be managed and mitigated. It will also summarise available noise reduction options and consider what mitigation may be needed in the future. The BEIS project will review the cost implications of this additional mitigation.

There are three broad ways in which reduced noise levels can be achieved when constructing offshore wind farms:

- Alternative foundations
- Alternative foundation installation
- Noise abatement systems (NAS)

Primary noise reduction methods lower the noise emitted at source by changing the method of pile installation to a technique that does not create the same level of noise as a conventional hammer (e.g. vibropiling or BLUE piling technology) or by using a different foundation that does not produce high noise levels when installed (e.g. gravity bases or suction bucket foundations). Secondary noise reduction methods reduce the noise that propagates through the water and include noise abatement systems such as bubble curtains, casings/sleeves, or resonator systems.

The proposed project will develop evidence-based cost estimates for the use of all noise abatement/noise reduction techniques (including alternative installation techniques and alternative foundations) that are at, or near, a stage of commercial readiness. Deployment to date has been limited in the UK therefore international engagement in key markets such as Germany will be required. It will identify and explore how the key cost components differ by technology and location and how each technology may impact the Levelised Cost of Electricity (LCOE) by calculating an average cost for each technology. The project will also investigate how these costs

may change over time should additional mitigation become mandatory. These outputs will be used to inform BEIS' evidence base on the financial implications of additional mitigation to enable the Minister to take a decision on whether to make mitigation mandatory.

2. Aims and Objectives

The project will develop evidence-based cost estimates for the use of all noise abatement/noise reduction techniques (including alternative installation techniques and alternative foundations) that are at, or near, a stage of commercial readiness (and year commercial readiness is expected to be reached if not already at that stage). BEIS will supply two 2019 reports which detail the various technology/methods that exist across Europe and whether they are at, or near commercial readiness. BEIS would expect a variety of NAS (including bubble curtains, casings, resonators and alternative hammers), alternative foundations types (including gravity bases and suction buckets) and installation techniques (including blue piling and vibro-piling) to be reviewed. It will identify and explore how the key cost components differ on average by technique (and where possible, location) and how each technology may impact the LCOE. The project will also investigate how these costs may change over time should additional mitigation become mandatory.

The aim of this study is to improve the evidence base for estimating generation costs of additional underwater noise reduction mitigation. The LCOE calculation uses the following specific capex cost lines. The contractor should supply costs for each technology under these line items:

- Pre-licensing costs, Technical and design (£/kW)
- Regulatory + licensing + public enquiry (£/kW)
- Construction costs (£/kW)

The contractor should also examine the effect (if any) on the length of:

- The pre-development period (years)
- The construction period (years)

The contractor should also supply information on how these costs may change on an annual basis, represented by a % decrease compared to a chosen base year, e.g., alternative foundation technologies in 2035 will cost 60% of what they did in 2025. The contractor would split out how they see cost reductions/changes due to either:

- Technological learning
- Policy changes

For all the above estimates, BEIS would also expect low/medium/high values representing plausible best to worst-case scenarios.

3. Suggested Methodology

As part of the competitive tender, we are encouraging applicants to propose their suggested methodology and outline how it would be used to answer the research questions. This should include the following steps:

- **Familiarisation:** Review of BEIS' current definitions of underwater noise abatement technologies and generation cost modelling methodology. ***BEIS will provide two 2019 reports which detail technology that currently exists.***

- **Desk-based study:** Literature review (analysis of literature from academic, grey, and industry sources) to establish existing available data and evidence sources.
- **Stakeholder engagement:** Expert opinion/interviews to gain insight into the extent to which underwater noise abatement costs are already factored in to developer business models, as well as the potential costs of implementing these technologies in the UK. We would envisage this including engagement with developers, suppliers, and other industry professionals (we would anticipate that the contractor will test their modelled estimates with these stakeholders). We would suggest that in order to obtain a suitable mix of views across a diverse range of stakeholders, at least 15 stakeholders should be contacted. As noted above, deployment to date has been limited in the UK and so to understand outturn costs, this step may need to include international engagement in key markets such as Germany.
- **Analysis and modelling:** Detailed LCOE modelling of various noise abatement technologies and techniques, as outlined in section 2 above. This should include low, medium and high values and analysis of how costs are likely to change over time. The successful applicant will also produce analysis of evidence obtained from the stakeholder engagement exercise, plus any existing data to calculate LCOE estimates in line with expectations.
- **Reporting:** Writing of a report documenting the findings of the research project and recommendations to the research questions. This should include literature review, approach to analysis, findings and implications. Provision of a draft report, detailing preliminary findings is also expected.

The successful applicant will be required to work with BEIS flexibly and to accommodate changing requirements if and when they arise.

4. Outputs Required

Bidders should note that BEIS will own the intellectual property rights of any and all intermediate products, including final deliverables, and in particular including presentation slide packs, reports and data.

The following outputs are required within the project, irrespective of whether the proposed methodologies are used or whether alternatives are proposed. Alternative reporting approaches or timing may be proposed so long as they meet the needs outlined below and the tenderer's reasoning is clearly set out.

- Periodic updates throughout the project and regular correspondence with BEIS to ensure that the project is on track
- Interim/draft report (including draft literature review and preliminary findings)
- Final report (suitable for publication)
- Assumptions log (including any model/methodological assumptions)
- Detailed cost assessment/spreadsheet model – this should allow BEIS to estimate the generation costs and levelised costs of electricity for all noise reduction mitigation methods and technologies that are at, or near, commercial readiness. All underlying spreadsheets/models should be provided to BEIS. ***BEIS will provide a cost and technical assumptions template for use, to maximise compatibility with our own LCOE modelling.*** However the contractor will be expected to show their calculations and the underlying model to show how they arrived at their costs.
- Suggested methodology note – this note should qualitatively explain the process for determining the costs of underwater noise mitigation.

5. Ownership and Publication

Tenderers should note that BEIS will own the intellectual property rights of any and all intermediate products, including final deliverables, and in particular including presentation slide packs, reports and data.

We intend for the report to be published, with interest in exploring potential for this to be hosted on the contractor's website. If the contractor uses a template from BEIS for the report, the report will need to meet the requirements of the [Accessibility Legislation](#) in order to be published. We are likely to only publish the report but this should contain some cross-tabs of data in the annex. The dataset in excel should still be delivered to a publishable standard.

6. Quality Assurance

Tenderers must set out their approach to quality assurance (QA) in their response to this ITT with a QA plan.

Sign-off for quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's QA plan. QA should cover all aspects of the project undertaken by the contractors, including data collection, data analysis and reporting.

To demonstrate an effective process to produce high quality reporting, the contractor/s must ensure that quality assurance is done by individuals who were not directly involved in that particular research, analysis, or reporting process.

Outputs will be subject to BEIS internal approvals, and the more substantive the output the longer the approval time required.

The successful tenderer will be responsible for any work supplied by sub-contractors. For primary research, contractors should be willing to facilitate BEIS research staff attending interviews as part of the quality assurance process if appropriate.

7. Data Protection

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

The successful tenderer must comply with UK GDPR and any information collected, processed and transferred on behalf of the Department, and in particular personal information, must be held and transferred securely. Contractors must provide assurances of compliance with the GDPR and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to the Department. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the Department is conducted securely.

8. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), Tenderers will hold valid Cyber Essentials certification by the time of contract award. Evidence of the

certification must be provided to the Authority in order for the contract to be awarded.

Evidence of renewal of certification must then be provided to the Authority on each anniversary of the first applicable certificate obtained by the Tenderer for the duration of the Contract. In the event that a Tenderer fails to comply, the Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If a Tenderer already holds ISO27001 accreditation, no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

9. Consortium Bids

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

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

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

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

10. Social Value

Although not explicitly evaluated for this tender, the Contractor should have its own corporate policies in place which address areas of social value such as equality, diversity and inclusivity of its staff as well as sustainability.

11. Performance

BEIS will manage the contract and have ad hoc performance discussions with the Contractor. Where the quality of deliverables are failing to meet BEIS' expectations identified in both these requirements and the Contractor's tender submission, BEIS will work with the Contractor to identify measures to remedy these performance issues.

12. Budget

The **maximum** budget for this project is **£30,000 excluding VAT**. Any quoted price must be within the maximum budget otherwise will be **excluded** from the evaluation process. Cost will be a criterion against which bids will be assessed.

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

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

13. Evaluation of Tenders

Contractors are invited to submit full tenders of no more than pages stated in **Table 2**, excluding declarations. Tenders shall be evaluated by a Tender Evaluation Panel (“TEP”) appointed by the Authority. Each panel member shall undertake an independent evaluation. There shall be a minimum of two (2) commercial officers evaluating the commercial and price criteria and a minimum of three (3) technical experts evaluating the quality criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the scores for each Tenderer.

Tender responses must not exceed the page limits specified in the Format column of Table 3, or, where appropriate, must be completed within the template formats provided. Responses to each of the criteria should be uploaded as separate documents in the following format:

““Tenderer Name” – “Criterion Number””

An example document title should read as follows:

“ABC Ltd. – A01”

Evaluation Criteria and Weightings

BEIS will select the tenderer that scores highest against the criteria and weighting listed below:

Additional pages or annexes above the specified page limits in the Format column will not be evaluated.

Table 2. Evaluation criteria and weighting

Criterion	Title	Description	Weighting	Format
Compliance Criteria				
X01	Statement of Non-Collusion	Tenderers must complete Declaration 1 within Section 4 of the ITT.	PASS/FAIL	Use format provided.
X02	Form of Tender	Tenderers must complete Declaration 2 within Section 4 of the ITT.	PASS/FAIL	Use format provided.
X03	Conflicts of Interest	Tenderers must complete Declaration 3 within Section 4 of the ITT and be determined to be free of any conflicts that the Authority deems to be unacceptable.	PASS/FAIL	Use format provided.

Quality Criteria				
A01	Approach/Methodology	<p>Bidders are asked to provide a comprehensive method statement of how they will meet the requirements set out in the specification.</p> <p><u>As a minimum your response should include the following:</u></p> <ul style="list-style-type: none"> • Understanding of the specification • Detail your approach to managing the work required • Detail the stages of development and the key considerations when undertaking the work detailed in the specification • A contract delivery plan containing a full project plan in the form of a Gantt chart detailing: <ol style="list-style-type: none"> 1. The tasks to be undertaken and milestones to be reached 2. The personnel resources to be employed, including how this will be handled should demand rise suddenly and how they will be trained <p>Suppliers must set out in detail the mechanisms to be employed to ensure effective quality, relevance and breadth of management oversight processes, including work planning, effective working arrangements, quality assurance and on-going management reporting</p>	40%	<p>An attachment is allowed for this question.</p> <p>This question is limited to 8 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.</p> <p>Where bidders include a cover page, this will be taken into consideration within the page count and therefore this is discouraged.</p>
A02	Skills and Expertise	<p>Provide a detailed description demonstrating how you will apply your knowledge, skills and expertise to this requirement.</p> <ul style="list-style-type: none"> - How you will utilise skills and expertise to apply quality assurance and monitoring, evaluation and lesson-learning processes. - How you will utilise skills and expertise to apply high quality, clear communication, e.g. investigation/ recommendation reports, written documentation, website information, minute taking, email responses and in person. - How you will apply skills and expertise to following procedures and apply consistent judgements which are evidence based, based on sound analysis and are fully reasoned. - How you will apply skills and expertise/ability to fulfil the requirement of maintaining, analysing and compiling raw data as required 	30%	<p>An attachment is allowed for this question.</p> <p>This question is limited to 5 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.</p> <p>Where bidders include a cover page, this will be taken into</p>

		<p>for various purposes.</p> <ul style="list-style-type: none"> - How you will apply skills and expertise/ability to fulfil the requirement of engaging stakeholders and managing their expectations. - How you will apply expertise in contract and project management and delivering outputs against SLAs proactively whilst being flexible to accommodate market changes as needed. 		consideration within the page count and therefore this is discouraged.
A03	Risk Management	<p>Bidders are required to identify the top 3 potential risks to the delivery of this contract and provide details of how these risks will be mitigated.</p> <p>How risks will be identified, assessed, managed and monitored throughout performance of the contract</p> <p>The risks should be contract specific risks based on the bidder's examination and understanding of the requirements in the tender documentation.</p>	10%	<p>An attachment is allowed for this question.</p> <p>This question is limited to 2 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.</p> <p>Where bidders include a cover page, this will be taken into consideration within the page count and therefore this is discouraged.</p>
Price Criteria				
B01	Total Fixed Cost	<p>Tenderers must complete all lines within the Price Schedule contained in the Pricing Schedule (Annex A), i.e. fields highlighted in yellow. Quoted price must be within the maximum budget of £30,000 excluding VAT. The estimated total number of Interviews (qualitative) is around 10-15.</p>	20%	Use format provided.
Total Score Available:			100%	

Quality Criteria

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

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 2 or below in any of the criteria, they will be excluded from the tender competition.

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

Price Criteria

Price will be marked using proportionate pricing. Please see the example below. There will be a maximum of e.g. 20 marks.

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

Proportionate Pricing scoring example

If 20% = 20 marks

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

Tenderers will be scored on the value of their core service submission.

14. Most Economically Advantageous Tender (MEAT)

The Tenderer's Quality criteria score will be added to their Price score in order to create a final score for their submission. These final scores from all Tenderers (including their Options) will be ranked and the highest scoring Tenderer identified to award the Contract to.

15. Structure of Tenders

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

16. Bid Clarification

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

17. Feedback

Feedback will be given in the unsuccessful letters via Delta eSourcing Portal and within 30 days of award.

Section 3

Further Information on Tender Procedure

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

Contents:

A.	Definitions	21
B.	Data security	22
C.	Non-Collusion	23

A. Definitions

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

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

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

B. Data security

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

The Authority may require the successful Tenderer to increase their preparedness where the Authority is not satisfied that the Tenderer will be in a position to meet its obligations under the terms and conditions. If the Tenderer fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Tenderer is successful, the Authority reserves the right to exclude the Tenderer from this procurement.

C. Non-Collusion

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

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

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

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

Contents

Declaration 1: Statement of non-collusion	25
Declaration 2: Form of Tender.....	26
Declaration 3: Conflict of Interest.....	27

Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:
- (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
 - (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.
3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....

Signature (duly authorised on behalf of the tenderer)

.....

Print name

.....

On behalf of (organisation name)

.....

Date

Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

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

.....

Signature (duly authorised on behalf of the tenderer)

.....

Print name

.....

On behalf of (organisation name)

.....

Date

Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

- X
- X

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

- X
- X

Signed

Name

Position

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

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

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

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

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

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

Annex A: Standard Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

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

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

Notes for completion

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

Part 1: Potential Supplier Information

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

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

	c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁴ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

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

² See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

⁴ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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

Section 1	Bidding model																																																																	
Question number	Question	Response																																																																
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																																
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																																	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																																
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 25%;">Name</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
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Registered address																																																																		
Trading status																																																																		
Company registration number																																																																		
Head Office DUNS number (if applicable)																																																																		
Registered VAT number																																																																		
Type of organisation																																																																		
SME (Yes/No)																																																																		
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables																																																																		
The approximate % of contractual obligations assigned to each sub-contractor																																																																		

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2: Exclusion Grounds

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

Section 2 Grounds for mandatory exclusion		
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/> No <input type="checkbox"/>

	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

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

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Guidance information

Mandatory Exclusion Grounds

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

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

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

Other offences

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

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

Discretionary exclusions

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

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

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

- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

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

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

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

Additional exclusion grounds

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

Extract from Public Procurement Directive 2014/24/EU

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

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;

- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

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

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

Annex B: Pricing Schedule

Please find attached to this ITT a Microsoft Excel Spreadsheet, which Tenderers are required to complete, in compliance with this ITT document.

All pricing should be exclusive of VAT.



Annex B - Pricing
Schedule.xlsx

Annex C: Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Contract.

(1) The contact details of the Contracting Authorities Data Protection Officer are:

Contracting Authority Data Protection Officer

Department for Business, Energy and Industrial Strategy

1 Victoria Street

London

SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Suppliers Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: TBC

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

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

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure the Processor can effectively deliver the contract to undertaking analysis into cost of additional underwater noise mitigation during offshore wind farm construction.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p>

	<p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid. The contractor will provide BEIS evaluators with a privacy notice before participating to ensure they understand the nature of the research, how their data will be used and stored.</p>
Duration of the processing	Processing will take place between 1 st January 2022 and 31 st June 2022.
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.

Categories of Data Subject	Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The contract ends on 31st March 2022 but the Processor will be expected to retain the data for a further three months after the expiry of the Contract (until 1st June 2022).</p> <p>The Processor will delete the Personal Data and erase it from any computers, storage devices and storage media that are to be retained by the Supplier on 1st June 2022.</p> <p>The Supplier will certify to the Customer that it has completed this deletion.</p>

Annex D: Draft Non-Disclosure Agreement

Please find attached the Non-Disclosure Agreement the awarded tenderer will be required to enter into.



Annex D - Draft
Non-Disclosure Cont

Annex E: Draft Short Form Contract

Please find attached the draft Short Form Contract the supplier will be required to enter into.



Annex E -
The_short_form_cont

Annex F: Prompt Payment Letter (For Information)

Please find attached the letter, which forms part of the ITT pack.



Annex F - Prompt
Payment Letter (For I

Annex 3 Supplier's Proposal

Annex A: Standard Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

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

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see

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

Notes for completion

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

Part 1: Potential Supplier Information

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

Section 1	Potential supplier information	
	Question	Response
Question number		

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1.1(a)	Full name of the potential supplier submitting the information	NIRAS Group (UK) Ltd
1.1(b) – (i)	Registered office address (if applicable)	Kings Ride Court, Kings Ride, Ascot, Berkshire SL5 7JR
1.1(b) – (ii)	Registered website address (if applicable)	www.niras.com/uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited company
1.1(d)	Date of registration in country of origin	22 nd March 1976
1.1(e)	Company registration number (if applicable)	01250443
1.1(f)	Charity registration number (if applicable)	n/a
1.1(g)	Head office DUNS number (if applicable)	226957850
1.1(h)	Registered VAT number	GB228 3341 75
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	NIRAS Group (UK) Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop	n/a

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	c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ²</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%; - More than 50% and less than 75%; - 75% or more. ³ <p>(Please enter N/A if not applicable)</p>	<p>Company name: NIRAS Gruppen A/S 19 Sortemosevej, 2450 Allerød, Denmark Notified date: 20.4.2017 Ownership of shares 75% or more</p>
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	<p>NIRAS A/S 19 Sortemosevej 19 3450 Allerød Denmark CVR (registration) number 37295728 DUNS n/a VAT n/a</p>

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figuresanalysis/sme-definition/>

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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1.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	See above
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Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

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

Bidding model		
Section 1		
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each subcontractor					

Contact details and declaration

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

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

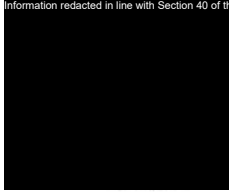
I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	Information redacted in line with Section 40 of the FOI

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1.3(b)	Name of organisation	NIRAS Group UK Ltd
1.3(c)	Role in organisation	Information redacted in line with Section 40 of the FOIA
1.3(d)	Phone number	Information redacted in line with Section 40 of the
1.3(e)	E-mail address	Information redacted in line with Se
1.3(f)	Postal address	Bridgewater House North Road Ellesmere Port CH65 1AF United Kingdom
1.3(g)	Signature (electronic is acceptable)	Information redacted in line with Section 40 of the 
1.3(h)	Date	24.01.22

Part 2: Exclusion Grounds

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

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)

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	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	

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2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
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Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2

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3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2

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

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3) Public Contract Directives 2014/24/EU Article 57(1) Participation in a criminal organisation

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

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

-
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

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

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

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

Other offences

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

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

Discretionary exclusions

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

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

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.

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

Bankruptcy, insolvency

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

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

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

Additional exclusion grounds

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


Extract from Public Procurement Directive 2014/24/EU

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

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

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

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

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

Contents

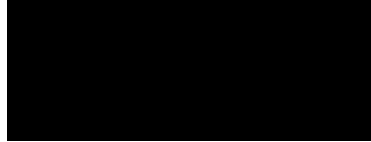
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Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:
 - (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
 - (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.
3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

Information redacted in line with Section 40 of the FOIA



.....

Signature (duly authorised on behalf of the tenderer)

Information redacted in line with Section 40 of the FOIA



.....

Print name

NIRAS Group (UK) Ltd.....

On behalf of (organisation name)

20 January 2022.....

Date

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for **Offshore Windfarm Construction – Underwater Noise Mitigation Analysis**

Tender Reference Number: 5560/12/2021

Deadline for Tender Responses: 24th January 2022 at 12:00PM

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Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

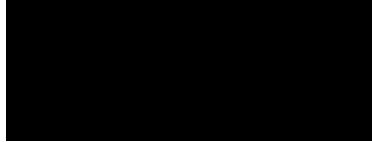
4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

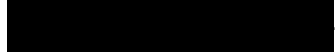
7. We certify that this is a bona fide tender.

Information redacted in line with Section 40 of the FOIA



Signature (duly authorised on behalf of the tenderer)

Information redacted in line with Section 40 of the FOIA



Print name

NIRAS Group (UK) Ltd.....

On behalf of (organisation name)

20 January 2022.....

Date

Section 4

Declarations to be submitted by the Tenderer

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Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

- NIRAS Group (UK) Ltd

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

- NIRAS are contracted by The Crown Estate to provide services related to Appropriate Assessment for Round 4 Offshore Wind and Future Offshore Wind in England and Wales. Our other work in relation to UK OWF is routinely subject to confirmation with TCE that it does not conflict with our work on Round 4 or Future OWF. We would declare any involvement in this project to The Crown Estate but based on previous work that we have undertaken we do not foresee any risk of a conflict of interest with the work for BEIS that is proposed here.

Signed

Information redacted in line with Section 40

Name

Information redacted in line with Section 40 of the FOIA

Position Head of Marine Ecology.....

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

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

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

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

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

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

Understanding of the Specification, Project Stages and Key Considerations

NIRAS Group (UK) Ltd (NIRAS) have a detailed working knowledge of the Southern North Sea (SNS) Special Area of Conservation (SAC) and the thresholds applied to determine whether a given level of disturbance from underwater noise would be considered adverse or not (alone or in-combination, daily or seasonal)¹. Team members have undertaken numerous Habitat Regulation Assessments (HRA) at Plan and Project level for offshore windfarm (OWF) development in relation to the SAC, together with drafting of relevant mitigation measures. For disturbance, such mitigation measures are typically detailed within a project specific Site Integrity Plan (SIP). There is current concern that despite the requirement for a SIP for each relevant project, the volume of development in planning and anticipated could exceed the thresholds and risk an adverse effect. A mandatory requirement for mitigation could effectively reduce the combined contribution to the thresholds, enabling a greater amount of development without triggering the derogations.

It is understood that the current project is aimed solely at understanding the cost (in terms of time and finance) associated with the various underwater noise mitigation measures (with respect to disturbance of harbour porpoise) commercially available to offshore wind developers. The current project is not required to understand or define how piling could be managed/mitigated, how mitigation could reduce noise disturbance, to summarise the noise reduction options available or what mitigation might be needed in the future (these aspects are to be addressed in a separate Defra project). In addition, matters such as the potential for wider impact (eg benthic habitat loss) or engineering feasibility (eg can such foundations be installed at individual projects) are not part of the cost consideration.

Given the Effect Deterrent Range (EDR) approach to the thresholds, it is expected that the baseline cost will be relative to the cost of installing a fixed bottom unmitigated monopile (as all other OWF foundation installation options will have less contribution to the thresholds).

Two 2019 BEIS reports will be provided at the kick off meeting on award of tender, to clarify the available technologies and methods currently at or near commercial availability in Europe to offer mitigation for UWN disturbance. It is expected that these will broadly fall into three main groups (with the number of methods costed for consideration in brackets including indicative methods – noting that should a greater number of methods per group in total be identified in the BEIS reports these could be included as an optional extra²):

1. Alternative foundations (up to 4 technology types e.g. monopiles, pinpiles, suction buckets, gravity base)
2. Alternative foundation installation (up to 5 methods e.g. piling, soft-start, BLUE piling, vibro-piling, drilling)
3. Noise abatement systems (NAS) (up to 5 methods e.g. big bubble curtain (BBC), IHC noise mitigation system (NMS), hydrosound damper (HSD), AdBm Noise Abatement System (AdBm-NAS) and HydroNAS)

Task 1 Information review and definition of parameters

¹ Drawing on <https://hub.jncc.gov.uk/assets/2e60a9a0-4366-4971-9327-2bc409e09784>

² Noting that all costs are likely to need to be 'blind' to specific providers or developers, and likely to necessitate generic terms for mitigation measures rather than brands

The purpose of the first task is to define the parameters for the subsequent tasks. Its success will require careful planning and effective working across the wholly in-house NIRAS team, managed by [redacted], and flexible working with BEIS.

The first part of the task will be familiarisation with the BEIS 2019 reports, which are expected to be provided to NIRAS on award of contract. This will be augmented by the following series of key points to be defined by NIRAS before being discussed and agreed with BEIS and before progressing to subsequent tasks:

- Define the measures under points 1—3 above to be investigated, drawing on the two 2019 BEIS reports for technology at or near commercial viability (in particular the terminology to refer to specific technology and should more options be available than currently expected). NB we anticipate focusing on measures most likely to be relevant in order to have a manageable list to consider; the number of measures to be considered will be agreed with BEIS (with costings for up to 14 measures in total as specified in bullets 1-3 above) and NIRAS will work flexibly with BEIS to establish this
- Establish a baseline for cost comparison (the ‘unmitigated monopile’ option)
- Assumptions on economies of scale (e.g. single turbine vs 200 turbines)
- Assumptions on distance costs (e.g. distance from shore, distance from port)
- Assumptions on cost for WTG and transmission asset inclusive construction costs
- Assumptions on cost for operation and maintenance
- Assumptions on cost for wind resource
- Generic parameters to apply (for example MW of an individual turbine)
- Identification of the individuals and organisations to contact through Task 3, including the format of that contact and prior contact by BEIS
- Agreement on the key data to be sourced and format for storage
- Agreement on the key outputs from LCOE (as summarised in Table 1)
- Agreement on data storage format and report/LCOE templates

Table 1 provides a summary of the expected final LCOE calculations and timeframes being sought (as derived from the ITT). It should be noted that the ability to complete each cell of the table will be contingent on the availability of data and any confidentiality inherent to that data, with this addressed in Risk Management ‘NIRAS Group UK – A03.doc’.

The deliverables from Task 1 will define the parameters for the subsequent tasks and therefore will be defined, discussed and agreed through discussion with BEIS within the first 2 weeks of the contract.

Task 2 Collation of cost information

The purpose of the second task is to undertake a desk-based study, focused on a literature review and analysis of literature from academic, grey, and industry sources to establish existing available data and evidence sources. Its success will require careful planning, managed by [redacted] through our in-house team, to ensure the relevance of the information sourced and the quality of the sources, under the direction of [redacted].

Task 2 will be informed by the parameters of the project that will be established and agreed under Task 1. This Task is focused on establishing the public domain information to inform cost and is effectively a literature search (drawing on public domain academic, grey and industry sources together with any relevant information held by BEIS). The earlier the Task is started, the greater the amount of time to address subsequent Tasks, but agreement

under Task 1 is required prior to significant advancement of this task. It is expected that this task will commence slightly in advance of Task 3, as that will assist in understanding the knowledge gaps to be targeted through consultation.

The deliverables from Task 2 will be structured by the findings of Task 1 and will feed into Task 4. The Task can run alongside Task 1 and needs to be complete within the first month, to ensure adequate time for Task 4.

Task 3 Stakeholder engagement

The purpose of Task 3 is to include stakeholder engagement within the project through expert opinion sourced in interview, to gain insight into the extent to which underwater noise abatement costs are already factored in to developer business models, as well as the potential costs of implementing these technologies in the UK. How NIRAS propose to achieve this is set out below, with the aim being to ensure effective use of stakeholder time and knowledge while ensuring confidence in the quality of the outputs.

Stakeholder engagement is key to establishing current positions on the information sought. This task is a key risk to the overall delivery of the project, as noted in Risk Management 'NIRAS Group UK – A03.doc'. Costings are provided for this to extend to up to 15 individuals/organisations, not limited to the UK, with these expected to be drawn from the following groups:

- Developers – up to 5 offshore wind farm developers, with commercial experience of consenting, constructing and operating fixed bottom offshore wind farms in UK and/or mainland Europe. Suggested developers to include Orsted (e.g. monopiles, Hornsea One and Two), SPR (e.g. pin piles, East Anglia ONE), Vattenfall (e.g. suction buckets, Aberdeen OWF), RWE (e.g. gravity base, Karehamn OWF) and SSE (eg Greater Gabbard, monopiles)
- Suppliers and contractors – up to 5 companies who design and build offshore wind farm foundations (e.g. Siemens Gamesa, Van Oord, DNV, Fluor)
- Other industry professionals – up to 5 companies who undertake works such as alternative installations or NAS (e.g. IQIP, HydroTechnik Lubeck)

Given the timeframes involved, the likely international nature of the consultation and Covid restrictions, it is proposed to undertake consultation via telephone/Teams (or similar) with one-on-one calls lasting approximately 30 minutes each. Previous experience of such consultation within the project team indicates that the following would assist in ensuring the most benefit is gained from the consultation as possible:

- Clear agreement on the organisation and named individual to consult, with these names to be drawn from the experience of the project team and from BEIS
- Need to address confidentiality and commercial interests of consultees
- Early contact to provide as much time as possible for individuals to manage the call in busy schedules
- Recommendation that BEIS make an initial contact with each proposed consultee, to introduce the project, the purpose and agree who from NIRAS will contact them, how and when (including any confidentiality aspects)
- Targeted questionnaire, tailored to the organisation and information required

The deliverables from Task 3 will be structured by the findings of Task 1 and to a lesser extent Task 2 and will feed into Task 4. The Task can run alongside Tasks 1 and 2 and needs to be complete within the first month, to ensure adequate time for Task 4.

Task 4 LCOE modelling

Task 4 is focused on analysis of the collated information and detailed LCOE modelling. The Task will draw on the information collated under Tasks 1-3 above and include consideration of low, medium and high values together with an analysis of how costs are likely to change over time where applicable/available. The deliverables will include an analysis of the evidence obtained from Tasks 1-3, plus any existing data to calculate LCOE estimates. The risks attached to the availability of the required input parameters and data are outlined in in Risk Management 'NIRAS Group UK – A03.doc'.

Drawing on the findings of the above Tasks, detailed LCOE modelling will be carried out, following the application of the LCOE equation:

$$LCOE = \frac{NPV(CAPEX + OPEX_{lifetime})}{NPV(AEP_{lifetime})}$$

Where NPV is the net present value, CAPEX is the Capital Expenditure (sum of development, construction and abandonment cost), OPEX is the Operational Expenditure (operation cost minus production income) and AEP is the Annual Energy Production.

As the variable under consideration is the cost for noise mitigation, for example this could be a bubble curtain, pre-drilled monopiles/pin piles or the use of “installation noise-free” substructures, all inputs to the LCOE are kept constant except for the costs for the substructure and the installation of the substructure.

Typical inputs and outcomes from the LCOE calculation are listed below

Case	#	MP, reference	MP, bubble curtain	MP, predrilled	Gravity
WTG	[MW]	15	15	15	15
WTG	#	200	200	200	200
Lifetime	[year]	25	25	25	25
Discount Rate	[%]	5	5	5	5
Net Present Value, NPV	[MGBP]				
LCOE	[GBP/MWh]				

The deliverables from Task 4 will be presented in the supplied BEIS template, subject to QA by the NIRAS internal team and will be informed by the findings of Tasks 1, 2 and 3. The Task needs to be finalised before the end of March, to ensure adequate time for Task 5 and the requirement for interim reporting.

Task 5 Report

Task 5 is focused on reporting, specifically production of a report documenting the findings of the research project and recommendations to the research questions. This will include the literature review, the approach to analysis, the findings and the implications.

The report summarising the Tasks 1-4 and the key findings will be prepared by [redacted] with input from the wider NIRAS Team and QA by [redacted], initially as a draft for

comment followed by final including recommendations. The report will include any recommendations from the work, key data gaps/limitations and the assumptions that underpin the results. Flexibility to changing requirements is noted and will be accommodated through discussion and as far as feasible in the timeframe and budget available (noting that the option to progress under a variation remains).

The deliverables from Task 5 will be presented in the agreed format, at the end of the project and will be informed by Tasks 1-5.

Table 1: Summary of the key final outputs sought by the project

[illegible]

Task 6

The purpose of Task 6 is to ensure effective working, relevance and management of the project, through the identification of meetings, updates and a document review schedule for comments/QA and finalisation of the report.

A number of deliverables are expected, with delivery of the draft report based on a 2 month project timeframe, as follows (please see Figure 1):

- Virtual kick off meeting with BEIS on award of contract (end of January)
- Virtual meeting with BEIS to discuss and agree parameters under Task 1 (week 2 of February)
- Periodic updates and regular correspondence (interim virtual meeting with BEIS first week in March, presentation of draft report at virtual meeting end of March, end of project meeting on response to final comments if required). NIRAS will maintain a fortnightly update email to BEIS on progress made and next steps, with meeting minutes to be issued within 1 week following each meeting
- Draft digital report to be issued in advance of the virtual meeting
- Comments anticipated within 1 week of the meeting
- Final digital report to be issued 2 weeks following receipt of comments

Final report to include: the approach taken, consultation log (anonymised if required), assumptions log, completed LCOE model in BEIS template, conclusions and recommendations.

Our approach to managing the work required

NIRAS are pleased to offer a wholly in-house project team (and therefore no consortium requiring alignment of working practices), drawing from the existing internal skillset and knowledge of the southern North Sea, the SNS SAC, current concerns around noise mitigation and harbour porpoise disturbance, the offshore wind industry in the UK and globally, key stakeholders and practical experience of calculating LCOE with respect to offshore wind. This approach ensures that all aspects of the work will be subject to the comprehensive NIRAS QA practices. NIRAS Group UK operates under an accredited Management System that is certified to Quality Management (ISO9001), Environmental Management (ISO14001) and Safety Management (ISO45001) standards. The Quality Management System includes adherence to GDPR. NIRAS Group UK confirms that in line with the HM Governments Cyber Essentials Scheme, we are in the process of applying for a valid Cyber Essentials certificate.

NIRAS Group UK takes corporate social responsibility seriously. For example, through the Integrity Management System, which includes the NIRAS Code of Conduct and provides guidance and instruction to all NIRAS staff on how to comply with the NIRAS Business Integrity and Ethics Policy. All Quality Manuals are available on request.

All reporting will be prepared in an agreed format, submitted for comment (and for discussion at a scheduled meeting) prior to a 2 week period to address comments and issue the final report and associated appendices (see Figure 1).

The project will be managed as summarised in Table 2 below.

Table 2: Project Management and QA responsibilities

Team member	Role	QA responsibility
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Information redacted in line with [REDACTED]	FOIA [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

The above named personnel are all available in the timeframe specified and hold the required training and experience to undertake the work. Full CVs are available on request. NIRAS has sufficient internal skills and capacity to offer additional support, should demand rise.

The contract delivery plan is detailed below, with the budget provided in the BEIS template separately.

Contract delivery plan

The contract will be delivered in line with the identified tasks and deliverable as detailed above. Key deliverables and milestones are summarised in Figure 1 below.

Figure 1: Expected delivery of key Tasks and meetings

[illegible]

The ITT details a number of areas of skills and expertise relevant to the project. How NIRAS Group UK will deliver on these is summarised in Table 1 below, followed by a brief summary of the role, responsibilities and relevant experience of the project team.

Table 1: Summary of Relevant Skills and Experience in the Team

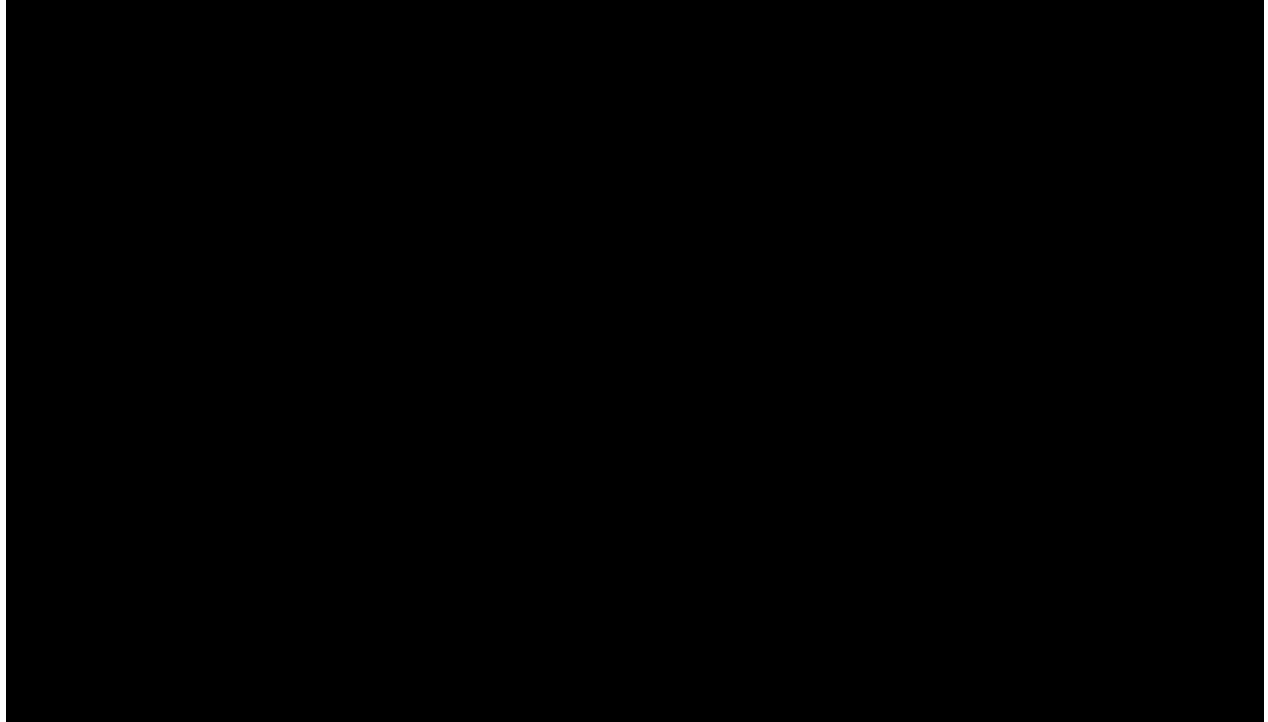
Relevant Skill & Expertise	How this will be Delivered	Key Deliverable	Team Member Responsible
How you will utilise skills and expertise to apply quality assurance and monitoring, evaluation and lesson-learning processes.	Through the application of comprehensive NIRAS QA procedures, overseen by a highly experienced Project Manager and Project Director with technical expertise in the subject area, supported by the wider NIRAS team, all based on in house resources. The use solely of highly experienced staff. Through the early establishment of parameters and reporting templates to include in the study so that the scope and focus of the study is clear. Through iterative analysis of feedback from literature review and consultation.	Quality Plan Task 1 Task 2 Task 3	All
How you will utilise skills and expertise to apply high quality, clear communication, e.g. investigation/ recommendation reports, written documentation, website information, minute taking, email responses and in person.	Through the appointment of an experienced and expert Project Manager as a central coordinator of the team and link to client, stakeholders and consultees. Through early establishment of project documentation formats including templates and regular meetings (internal and with the client), implementation of NIRAS QA system and use of document management and control functions in NIRAS Share system and Project Team to ensure clear and consistent control of documentation and dissemination of project communications.	Task 1 Task 6	Information redacted in line with
How you will apply skills and expertise to following	Through the use of experienced staff with	Named team members	All

procedures and apply consistent judgements which are evidence based, based on sound analysis and are fully reasoned.	expertise in relevant technical disciplines of underwater noise, marine ecology and marine engineering including economic evaluations. Through the early establishment of project parameters and measures so that the scope and focus of the study is clear and using internal team meetings to ensure alignment of approaches and consistency. Regular checking of work by colleagues in addition to formal QA checks will also be important.	Task 1	
How you will apply skills and expertise/ability to fulfil the requirement of maintaining, analysing and compiling raw data as required for various purposes.	Through the use of experienced staff with expertise in relevant technical disciplines. NIRAS management procedures and systems will be utilised in line with QA procedures to ensure control of data quality. Data recording proformas will be established early on. Technical QA will be followed by further review pre-sign off by the experienced Project Director so that there is a 'sense check' of outputs at each stage.	Named team members Task 1	All
How you will apply skills and expertise/ability to fulfil the requirement of engaging stakeholders and managing their expectations.	Stakeholder engagement will be undertaken by experienced senior personnel. Prior to engagement we will ensure that stakeholders receive an introduction to the scope of the project so that the purpose of the engagement is clear and expectations are managed. Early establishment of the scope of the project in terms of measures and parameters to include will be especially important with respect to consultation. Through delivery of Task 3.	Experienced team members Task 3	All

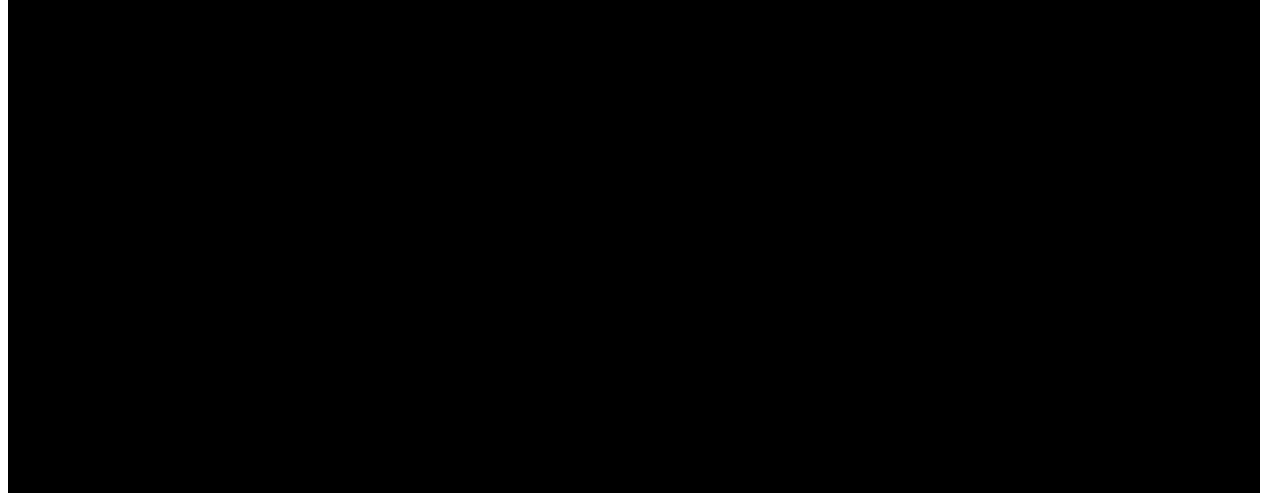
How you will apply expertise in contract and project management and delivering outputs against SLAs proactively whilst being flexible to accommodate market changes as needed.	Our proposed Project Manager has significant experience and technical expertise and will maintain communications and engagement with BEIS. The PM will be actively supported by the Project Director in this and other regards.	Named team members	Information redacted in line with [REDACTED] [REDACTED]
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A brief summary of the relevant skills and experience of individual team members is provided below.

Information redacted in line with Section 40 of the FOIA



Information redacted in line with Section 40 of the FOIA



Information redacted in line with Section 40 of the FOIA



Information redacted in line with Section 40 of the FOIA



The purpose of this document is to clearly identify the top three risks to the delivery of this contract, including how the individual risks will be mitigated. These risks are identified and addressed in turn below, in no particular order.

Data availability

The key project output is the LCOE results. How successful that will be depends on the availability of suitable data in a timely manner. This risk will be mitigated as follows:

- Identification of risk – we are aware that this is a risk. Task 1 includes the setting of parameters for the project, including agreement on the key data to be sourced, the key outputs required and the format for storage. Understanding what data we are seeking is key in understanding where to access the data and to be transparent about any gaps
- Assessed – data will be sourced through Task 2 (literature search) and consultation (Task 3), with these tasks required to complete Task 4. Oversight by the Project Manager of all three Tasks, with QA by the Project Director, will ensure key gaps are noted and attempts made to fill these (noting that it is likely that some gaps will not be able to be filled)
- Managed – the risk will be managed through agreed and structured data logging templates, regular contact with BEIS and feed back between Task 2 and 3 where data gaps are apparent
- Monitored – the risk will be monitored by the Project Manager during the undertaking of Tasks 2, 3 and 4, with QA afforded by the Project Director.

It should be noted that it may not be feasible to fill all data gaps, or to deliver equal levels of detail on all mitigation options. That may be due to a difference in the number of projects that use the option (for example far more projects deploy a monopile foundation than a gravity base), because a mitigation option may be offered by a single contractor only (with inherent financial confidentiality issues, see below) or because the data are simply not available (for example data on temporal timescales where a mitigation option has not gone through licensing/construction to date). Such data gaps will be acknowledged within Task 5 (reporting).

Financial confidentiality of data

The data being sought is linked to the cost of implementation – in time and finances. It is therefore likely that accessing detailed and robust financial information on all mitigation options that can be released into the public domain has risks attached to it. These are mitigated as follows:

- Identification of risk – It is acknowledged that access to and publication of financial information regarding licensing and construction of an offshore wind farm is likely to require careful consideration of confidentiality and potentially careful consideration of the level of detail that is recorded and applied to ensure no commercial conflict or difficulty arises
- Assessed – the level of risk will be assessed through the knowledge of public domain data within the project team (indicating the level of ‘common knowledge’ around costs) and the literature review undertaken in Task 2 (ascertaining public domain information on costs) to understand the level, type and nature of financial information publicly available and therefore potentially provided through consultation

- **Managed** – the risk will be managed in Task 3 through ensuring agreement with consultees (in writing if deemed necessary) on the data to be recorded, applied and published resulting from that consultation
- **Monitored** - the risk will be monitored by the Project Manager during the undertaking of Tasks 3, 4 and 5, with QA afforded by the Project Director

To ensure no risk results it may be necessary to have sign off from consultees on the information to be included within reporting and the LCOE model. Such agreement may, however, add to the timeframe risk (see below).

Timeframe

The timeframe for the contract is very short, especially given the desire to consult with up to 15 individuals, from a variety of organisations and across different member states prior to running the LCOE. These are mitigated as follows:

- **Identification of risk** – the short timeframe is known and acknowledged, including when the data needs to be generated through Tasks 2 and 3 in order to inform Task 4. If sufficient suitable individuals cannot be identified, together with an agreed time for the consultation phone call within the available timeframe and (if necessary) sufficient time to agree the information to be recorded and applied, there is a risk that Task 3 will not be completed in full
- **Assessed** – the risk will be clearer once Task 1 is complete and initial contact has been made with the named consultees under Task 3. The risk is to a degree outside the control of the project, as it relies on the engagement by outside parties
- **Managed** – the risk will be managed firstly by the early identification and agreement on named individuals to consult. Secondly through the recommendation that initial contact is made by BEIS, to introduce the project, and provide assurances around the purpose and any confidentiality concerns (see above). Thirdly through initiating contact as early as possible, in a structured manner, with a focus on filling gaps evident from the literature search (Task 2)
- **Monitored** - the risk will be monitored by the Project Manager during the undertaking of Tasks 1 and 3, with QA afforded by the Project Director

If it is not possible to achieve consultation with all identified consultees within the available time (for example consultees may be extremely busy on deadlines, working offshore, on leave, subject to Covid restrictions etc) it may not be possible to deliver completed consultation with the desired 15 individuals. Should this look likely, it will be raised with BEIS and the options considered. For example Task 3 may be extended if that can be accommodated by subsequent Tasks.



Department for
Business, Energy
& Industrial Strategy

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Annex 1”	means the Annex 1 (Processing, Personal Data and Data Subjects) attached to the Customer’s specification of requirements which forms part of this Agreement;
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“Data Controller”	has the same meaning as given in Data Protection Legislation;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Legislation”	means (i) the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii)

the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;

“Data Processor”	has the same meaning as given in the Data Protection Legislation;
“Data Protection Impact Assessment”	means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Officer”	has the same meaning as given in the Data Protection Legislation;
“Data Subject”	has the same meaning as given in the Data Protection Legislation;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the same meaning as given in the Data Protection Legislation;
“Personal Data Breach”	has the same meaning as given in the Data Protection Legislation;
“Protective Measures”	means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description

and quality) as specified in the Award Letter;

“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-Processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within 5 days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then

due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
 and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any

other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

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

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

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

8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

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

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

9 Intellectual Property Rights

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

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:

- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information

pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any Supplier to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

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

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

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

12 Freedom of Information

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

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

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

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

13 Protection of Personal Data and Security of Data

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 by the Customer and may not be determined by the Supplier.
- 13.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- 13.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 13.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 13.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 13.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 13.4.1 process that Personal Data only in accordance with Annex 1, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - 13.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Customer shall not relieve the Supplier of its obligations under Data Protection Legislation, and the Supplier acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.
 - 13.4.3 ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Agreement and in particular Annex 1;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-Processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data.

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

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

13.5 Subject to clause 13.6, the Supplier shall notify the Customer immediately if it:

- 13.5.1 receives a Data Subject Request (or purported Data Subject Request);
- 13.5.2 receives a request to rectify, block or erase any Personal Data;
- 13.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 13.5.4 receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Agreement;
- 13.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 13.5.6 becomes aware of a Data Loss Event.

13.6 The Supplier's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- 13.7.1 the Customer with full details and copies of the complaint, communication or request;
- 13.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- 13.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- 13.7.4 assistance as requested by the Customer following any Data Loss Event;
- 13.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

- 13.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 13.8.1 the Customer determines that the processing is not occasional;
 - 13.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 13.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 13.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Supplier must:
- 13.11.1 notify the Customer in writing of the intended Sub-Processor;
 - 13.11.2 obtain the written consent of the Customer;
 - 13.11.3 enter into a written contract with the Sub-Processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-Processor; and
 - 13.11.4 provide the Customer with such information regarding the Sub-Processor as the Customer may reasonably require.
- 13.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-Processor.
- 13.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Agreement and shall make such variations to this Contract as the Customer may reasonably require to give effect to such guidance in accordance with clause 3.3.
- 13.14 If the Supplier fails to comply with any provision of this clause 13, the Customer reserves the right to terminate the Agreement and will follow the provisions of clause 16.
- 13.15 The Supplier shall indemnify the Customer against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Customer by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Supplier, Staff and Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Agreement which results in the Customer being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- 13.16 Upon expiry of this Agreement or termination of this Agreement for whatever reason, the Supplier shall, unless specified in Annex 1, notified otherwise by the Customer or required by law, immediately cease any processing of the Personal Data on the Customer's behalf and as required by the Customer:
- 13.16.1 provide the Customer with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Customer); and

13.16.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Agreement. The Supplier will certify to the Customer that it has completed such deletion.

13.17 Where processing of the Personal Data continues after the expiry or termination of this Agreement as specified in Annex 1, notified otherwise by the Customer or required by law, the Supplier shall comply with the provisions of this clause 13 for as long as the Supplier continues to process the Personal Data and such provisions shall survive the expiry or termination of this Agreement.

13.18 Where the Supplier is required to collect any Personal Data on behalf of the Customer, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Customer.

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

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

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

14.2.2 except in the case of claims arising under clauses 9.4, 18.3 and 13.15, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

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

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clauses 9.4, 18.3 and 13.15 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the

performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

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

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

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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

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

19 Dispute Resolution

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

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

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

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.