

Schedule 1 : Terms and Conditions for the
Provision of Services and Purchase of
Goods

1. [REDACTED]

1.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. [REDACTED]

2.1 [REDACTED]

2.2 [REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

3. [REDACTED]

3.1 [REDACTED]

3.2 [REDACTED]

4. [REDACTED]

4.1 [REDACTED]

4.2 [REDACTED]

4.3 [REDACTED]

4.4 [REDACTED]

4.5 [REDACTED]

4.6 [REDACTED]

4.7 [REDACTED]

4.8 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]

5.1 [REDACTED]

[REDACTED]

5.2 [REDACTED]

5.3 [REDACTED]

6. [REDACTED]

6.1 [REDACTED]

6.2 [REDACTED]

6.3 [REDACTED]

7. [REDACTED]

7.1 [REDACTED]

7.2 [REDACTED]

7.3 [REDACTED]

7.4 [REDACTED]

8.	[REDACTED]	[REDACTED]
8.1	[REDACTED]	10.5 [REDACTED]
8.2	[REDACTED]	11. [REDACTED]
9.	[REDACTED]	11.1 [REDACTED]
9.1	[REDACTED]	[REDACTED]
9.2	[REDACTED]	[REDACTED]
9.3	[REDACTED]	[REDACTED]
10.	[REDACTED]	[REDACTED]
10.1	[REDACTED]	[REDACTED]
10.2	[REDACTED]	[REDACTED]
10.3	[REDACTED]	[REDACTED]
10.4	[REDACTED]	[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

11.3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.4 [REDACTED]

12. [REDACTED]

12.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED]

13.1 [REDACTED]

14. [REDACTED]

14.1 [REDACTED]

15. [REDACTED]

15.1 [REDACTED]

15.2 [REDACTED]

15.3 [REDACTED]

16. [REDACTED]

16.1 [REDACTED]

16.2 [REDACTED]

16.3 [REDACTED]

[REDACTED]

17. [REDACTED]

17.1 [REDACTED]

19.5 [REDACTED]

18. [REDACTED]

19.6 [REDACTED]

18.1 [REDACTED]

19.7 [REDACTED]

[REDACTED]

18.2 [REDACTED]

19. [REDACTED]

19.1 [REDACTED]

[REDACTED]

19.2 [REDACTED]

19.3 [REDACTED]

19.4 [REDACTED]

20. [REDACTED]

20.1 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

20.2 [REDACTED]
[REDACTED]

21. [REDACTED]

21.1 [REDACTED]
[REDACTED]

21.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

24. [REDACTED]

24.1 [REDACTED]

25. [REDACTED]

25.1 [REDACTED]

25.2 [REDACTED]

25.3 [REDACTED]

22. [REDACTED]

[REDACTED]

25.4 [REDACTED]

[REDACTED]

23.2 [REDACTED]

25.5 [REDACTED]

25.6 [REDACTED]

25.7 [REDACTED]

26. [REDACTED]

26.1 [REDACTED]

26.2 [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

27. [REDACTED]

27.1 [REDACTED]

27.2 [REDACTED]

28. [REDACTED]

[REDACTED]

29. [REDACTED]

29.1 [REDACTED]

29.2 [REDACTED]

29.3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

Annex 1 Part A
Description of Services and Service Levels

INTRODUCTION

- i) The CMA requires access to a database of filed and associated company data relating to both UK and international companies (CDS) in the course of the CMA's enforcement, markets and mergers work.
- ii) The requirement is to procure a one year subscription access to a CDS.

PURPOSE

- iii) This document sets out the Statement of Requirements for the CMA to contract with a supplier for a CDS in the course of the CMA's enforcement, markets and mergers work.
- iv) The requirement is to provide a comprehensive database of company data comprising of information filed at Companies House and, for companies registered outside of the UK, equivalent agencies or authorities internationally. This data should contain in a detailed format registered company information including address, company accounts, previous company names and insolvency information. Where available, this information should be supplemented by detailed ownership and subsidiary information, historic financial data, relevant news or intelligence pertaining to the companies and contact details of company officials and key personnel.
- v) The CDS must be fully searchable across a range of criteria including but not limited to company name, company registration number, UK Standard industrial classification of economic activities (SIC) codes and company names. The database must be intuitive and allow users to quickly search and access company information, compare companies to its peers and identify company ownership and subsidiaries (whether registered in the UK or internationally) to allow CMA users to quickly identify corporate 'families' and competing companies active in the relevant market. This company information should be capable of being exported in common Microsoft Office formats, in particular in Microsoft Word and Excel formats.
- vi) The CDS must meet the CMA's required level of usage rights, content, mandatory requirements, contemporaneity, substantive coverage and service levels as fully particularised below, in Annex 2 and Appendix 1.
- vii) The CDS is required as, amongst other matters, a means to gather intelligence on companies or markets in the course of the CMA's investigations.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

In particular, the provision of access to a CDS is intended to allow CMA staff to quickly:

- find and understand all companies within a corporate 'family';
- easily export filed company data, accounts and related information;
- compare companies to their competitors and competing groups of companies (including international companies)
- access information about management structures and contact details of company officials
- export data in common Microsoft Office formats (i.e. Word and Excel)

SCOPE OF REQUIREMENTS

All requirements are mandatory:

viii) Requirement 1: **Duration and Copyright**

The duration of the contract is one year.

The CMA requires a database licence that provides access to content, as particularised under requirement 2 and Appendix 1: Mandatory Requirements. The CDS licence must enable information to be downloaded and stored in an electronic format for staff to use.

The CMA may need to refer to information provided by the CDS service in its publications. However, such information will only be used for contextualising the CMA's own findings, it will be appropriately referenced and will not wholly replicate substantial sections of any proprietary content. The precise terms of this will be subject to contractual arrangement between the CMA and the winning tenderer.

ix) Requirement 2: **Core / Mandatory Requirements**

The CDS licence that the CMA seeks to procure would cover at minimum 50 user logins, providing unlimited access to, and download of, UK company reports and access to download at least 1000 company reports for international companies.

To the extent that providing access and use of a CDS involves processing of Personal Data, tenderers must demonstrate that they are able to meet the technical requirements and obligations prescribed by all relevant data protection legislation (see requirements in Appendix 1).

Mandatory Requirements:

Please see Appendix 1 for all mandatory requirements and core requirements.

x) Requirement 3: **Contemporaneity**

The CDS must be continuously kept up-to-date.

xi) Requirement 4: **Substantive coverage**

This will be determined by reference to the matters set out in the tenderer questions specified below in section 3 of Annex 2 and Appendix 1.

SERVICE LEVELS AND PERFORMANCE

- xii) The CMA will measure the quality of the supplier's delivery of the service by reference to the maintenance of the requirements for usage rights, content, contemporaneity and substantive coverage as fully particularised in this Statement of Requirements and the tenderer questions in Appendix 1.
- xiii) The delivery of service levels will be measured with reference to the following Key Performance Indicators (KPIs):

#	KPI	Performance Indicator	Required standard
1	Resolution of queries	CMA to be informed of resolution of queries notified to the supplier or provided with a meaningful response for more complex queries with details of action to be taken, timeframe and next steps.	Supplier to respond to queries within 3 working days.
2	User access to service	Supplier to resolve issues related to CMA user access to the service (to the extent that these issues are in the control of the supplier)	CMA user access to be restored within 2 working days.
3	Contemporaneity of database	Company database subscription service to be kept up-to-date	Information is kept continuously up-to-date
4	Accuracy of database	The database must accurately report company information according to the most authoritative source available (for example, sourced from, and accurately reflecting, filed company documents where applicable)	Information is accurate and sourced appropriately
5	Changes to CDS functionality	Supplier to notify the CMA in advance of material changes to the functionality of the CDS and make provision for suitable training for CMA users to facilitate transition to adopting new functionality	Supplier to provide at least two weeks' notice in advance of significant changes to CDS functionality.
6	Training, help and support	Supplier to provide access to online help and guides and to arrange training for users at the outset of the	Detailed help and support guides are available online which address commonly

NOT PROTECTIVELY MARKED

		contract term and again at regular intervals upon request of the CMA	<p>asked questions and the core functionality of the CDS.</p> <p>End users' questions about CDS functionality and obtaining information to be responded to within 3 working days.</p> <p>Training to be arranged within one calendar month of a request for training received from the CMA.</p>
--	--	----------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- xiv) In addition, the CMA will conduct surveys collating feedback from registered CMA users of the service to monitor the quality of the CDS and identify issues relating to the delivery of the service on a six monthly basis. The supplier account manager and the CMA shall meet at least every six months to discuss service level feedback.

Annex 1 Part B

Description of the Goods and specifications



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

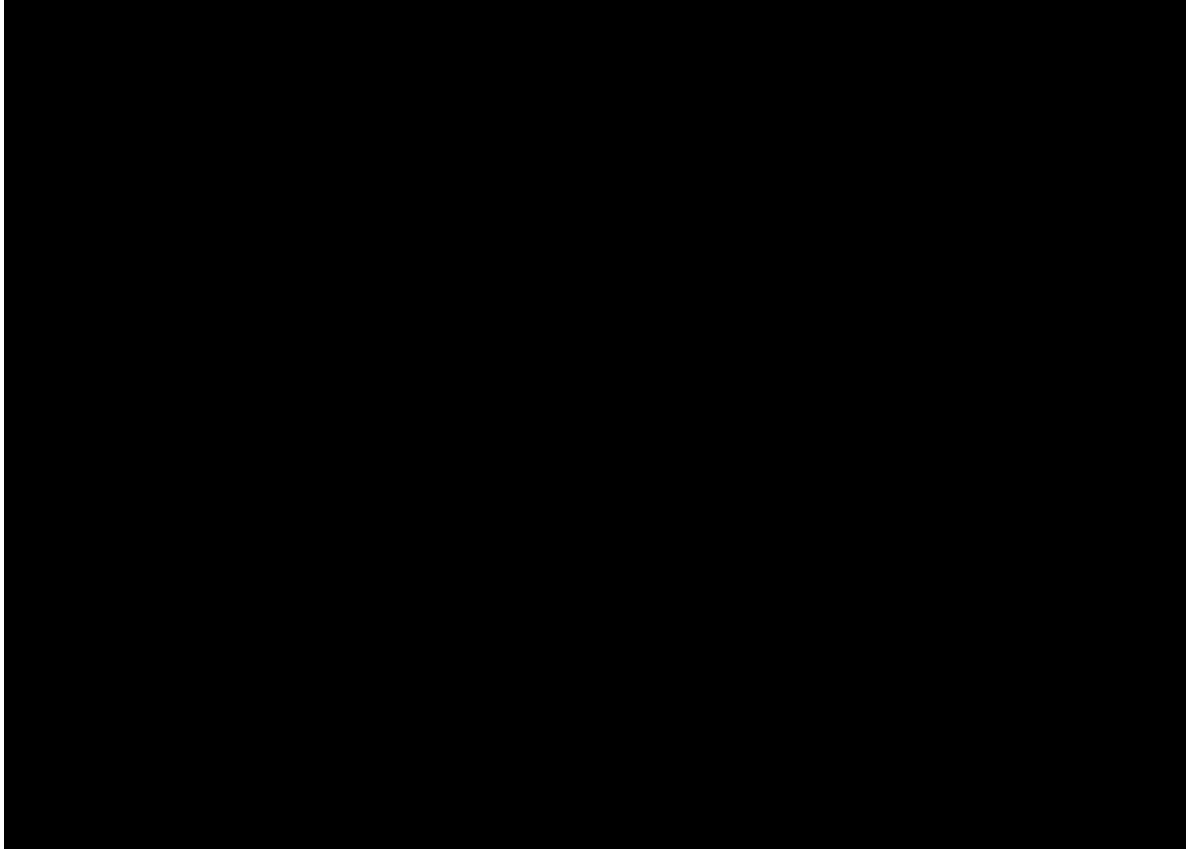
[REDACTED]

[REDACTED]

[REDACTED]

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



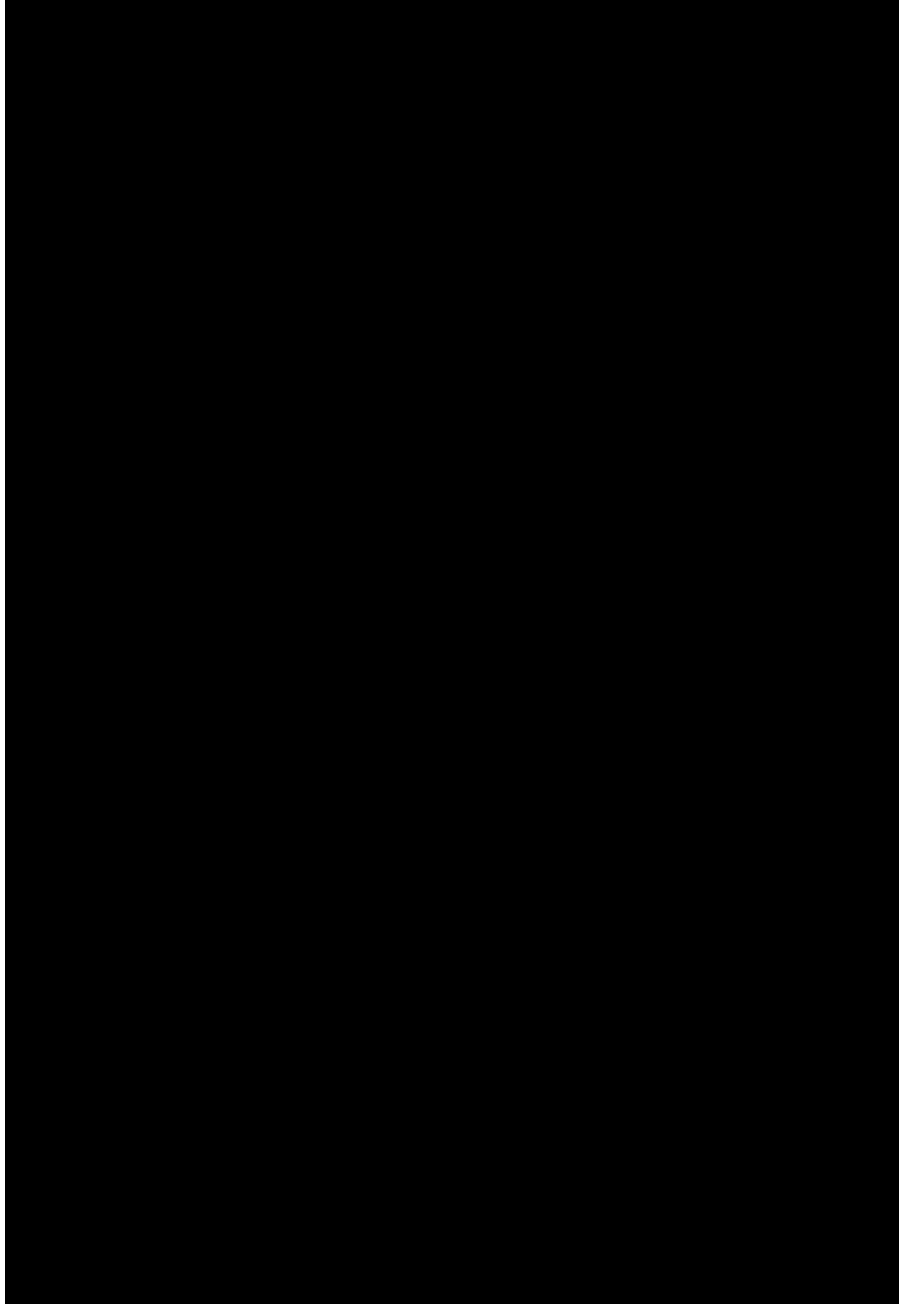
NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



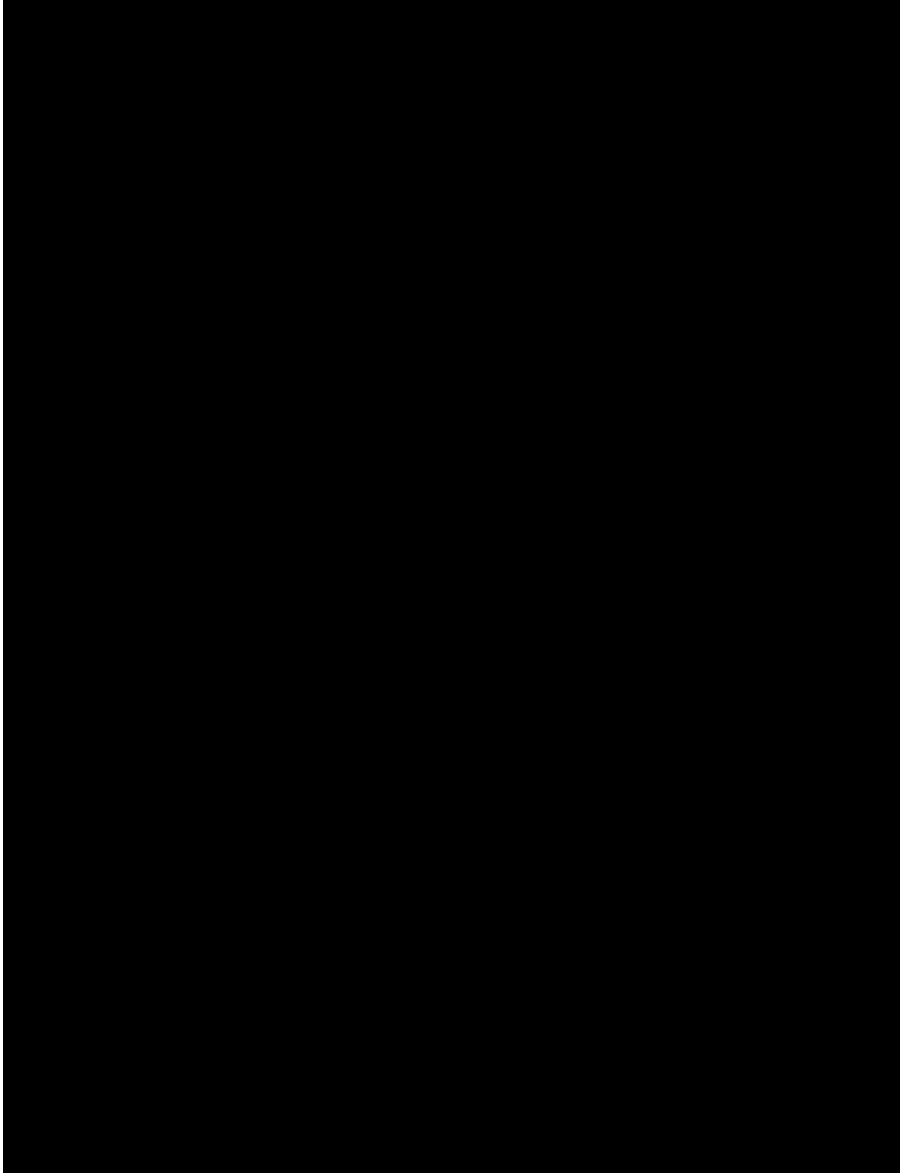
NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



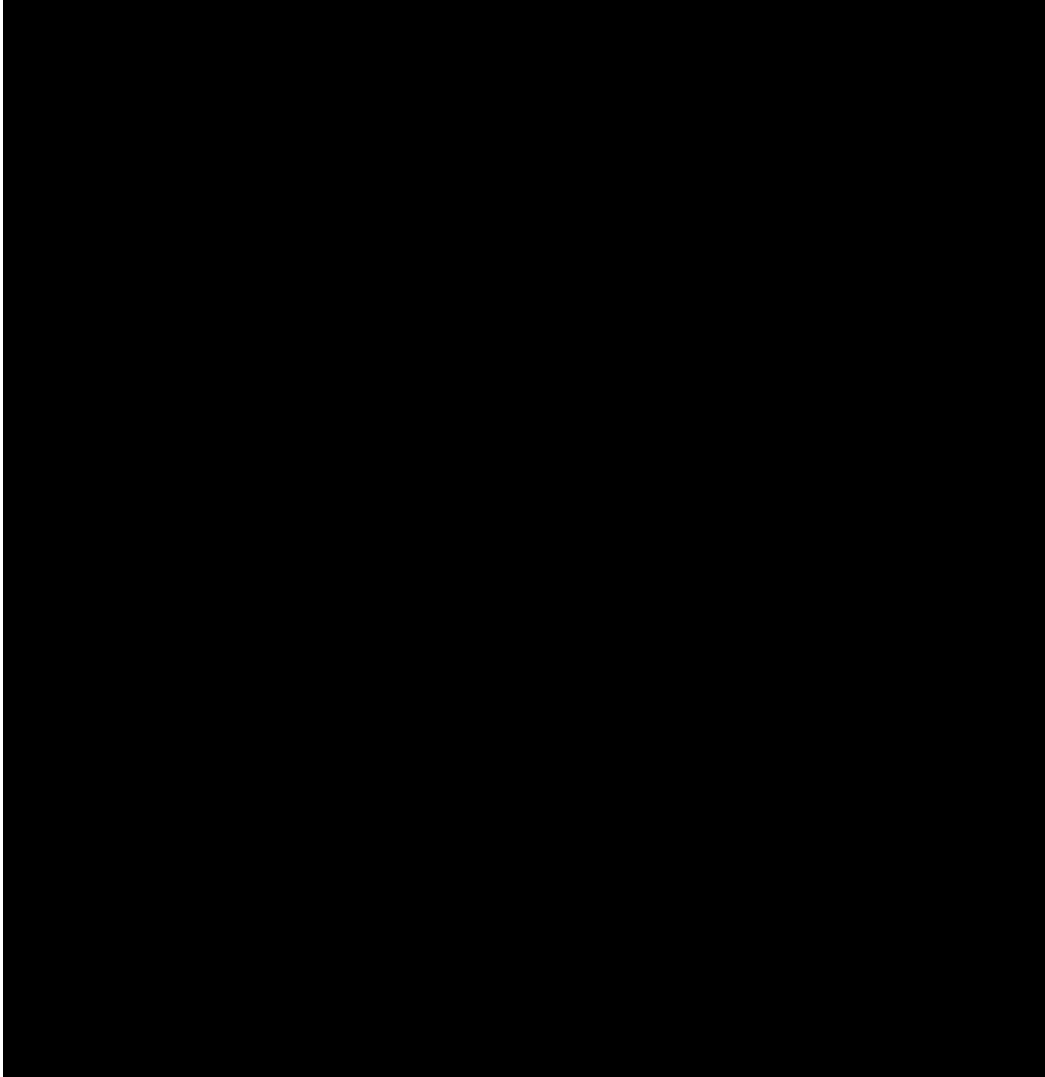
NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



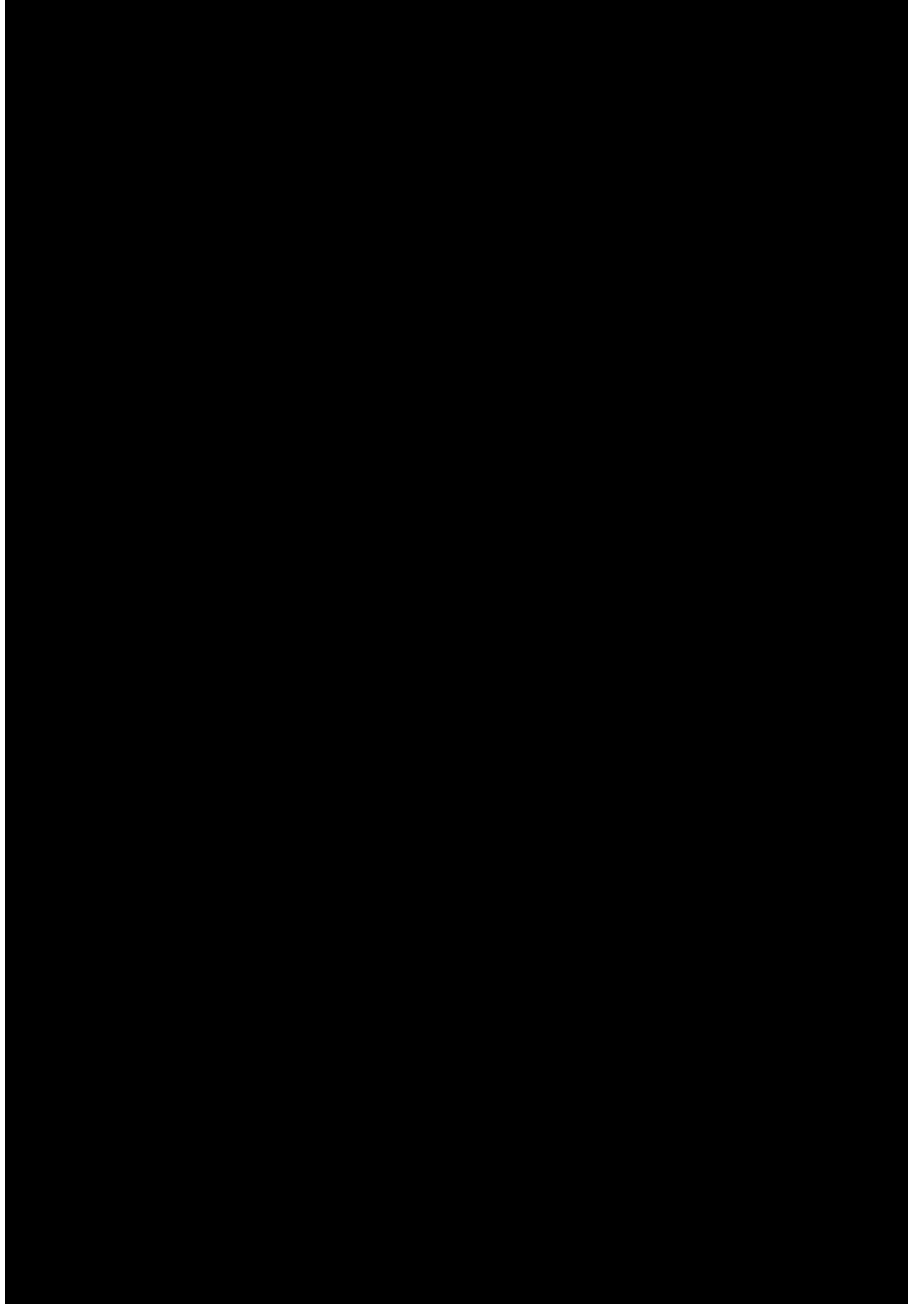
NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



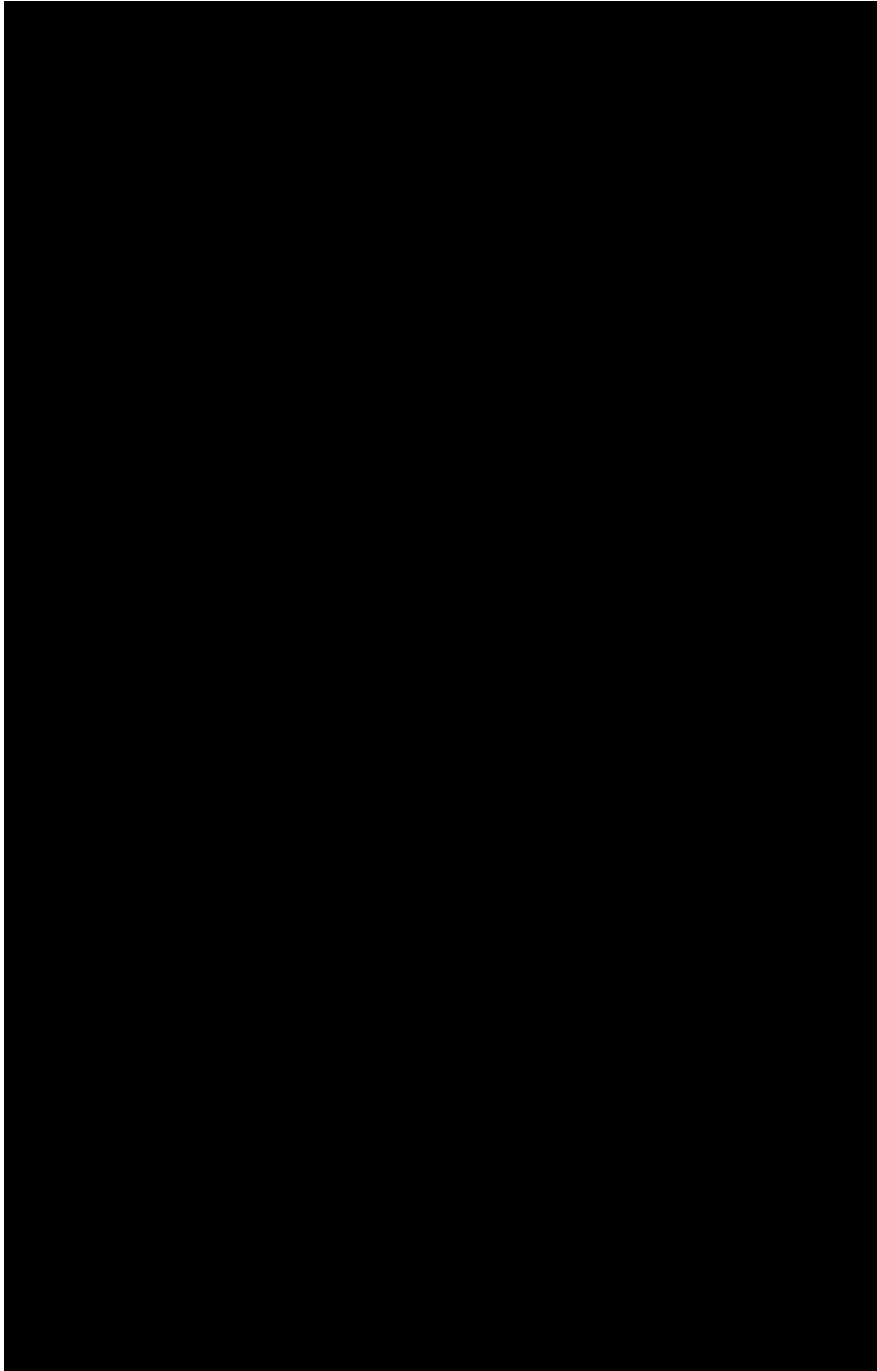
NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED



NOT PROTECTIVELY MARKED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex 2
Charges

The Charges payable to the Contractor for the provision of the Services (if applicable) shall be as follows:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONTRACT FOR THE SERVICES

PROC 512-2023 Company Database Subscription Services

The Competition and Markets Authority ("CMA") Address: <i>The Cabot 25 Cabot Square London E14 4QZ</i>	<i>Bureau van Dijk Electronic Publishing Limited</i> Address: <i>1 Canada Square London E14 5FA</i> Company No: 02323741
-------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attn: [REDACTED]

Bureau van Dijk Electronic Publishing Ltd

1 Canada Square

London

E14 5FA

By email to:

[REDACTED]

Date: 28 March 2023

Our ref: PROC 512-2023

Dear,

Award of contract: PROC 512-2023 COMPANY DATABASE SUBSCRIPTION

The Competition and Markets Authority ("CMA") is pleased to award this contract to your company.

This letter (the "**Award Letter**") and its Schedule (namely Schedule 1: Agreement for the Provision of Services and Purchase of Goods, together the "**Agreement**") set out the terms of the agreement between the CMA and Bureau van Dijk (the "Contractor") for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the meanings as set out in Schedule 1 to this Award Letter. In the event of any conflict between this Award Letter and the Schedule 1 and your company's proposal, the order of precedence will be as follows:

1. First, the Award Letter;
2. Then, second, the Schedule; and
3. Then Contractor's proposal.

Please do not attach any Supplier terms and conditions to this Agreement as they will not be accepted by the CMA and may delay the processes.

For the purposes of the Agreement, the CMA and the Contractor agree the following:

- 1) The Agreement Commencement Date is 29 March 2023 and its end date is 28th March 2024.

- 2) The Agreement Price for the provision of the Services shall be £63,062.
- 3) In respect to Data Handling, the parties recognise that the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) may apply and that the Agreement may not fully incorporate all of the required provisions. Given this, the parties agree to work together and to use their best endeavours to agree and incorporate any further provisions that are required in order for each respective party to meet its obligations within three (3) weeks of the Commencement Date.

- 4) The address for notices of the Parties are:

CMA

Competition and Markets Authority
The Cabot
25 Cabot Square
London
E14 4QZ

[REDACTED]

[REDACTED]

Bureau van Dijk

1 Canada Square
London
E14 5FA

[REDACTED]

[REDACTED]

- 5) The following persons are Key Personnel for the purposes of the Agreement:

Name

[REDACTED]

Title

[REDACTED]

Payment

All invoices must be sent electronically quoting a valid purchase order number to: CMA Accounts Payable at the following email address: invoices@cma.gov.uk. In the event of a query regarding an outstanding payment you should contact CMA's Finance Team either by email to: finance.team@cma.gov.uk or by telephone on 0203 738 6144/6617. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with a unique PO number.

You must be in receipt of a valid PO number before submitting an invoice. 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 customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Liaison

For general liaison your contact will continue to be [REDACTED]

We look forward to forging a successful working relationship resulting in a smooth and successful delivery of the requirements. Please acknowledge receipt of this award of contract by signing and returning the enclosed copy of this letter and Call Off Order Form to [REDACTED] at the above address without delay from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract

Yours faithfully,

Signed for and on behalf of CMA

[Redacted signature]

[Redacted name]

[Redacted title]

We accept the terms set out in this letter and its Schedule, including the Terms and Conditions.

Signed for and on behalf of Bureau van Dijk Electronic Publishing

[Redacted signature]

[Redacted name]

[Redacted title]

[Redacted title]