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**UK SBS RE140176BIS Analysis of International Company Data Registers'  
Verification Measures**

**REFERENCE 41500007444**

This Contract is dated: 9<sup>th</sup> December 2014

**BETWEEN**

1. The Secretary of State for Business, Innovation and Skills of 1 Victoria Street, London, SW1H 0ET (the "Customer")

and

2. Belmana, 39-41 NORTH ROAD, LONDON, N7 9DP, United Kingdom (the "Supplier")

**INTRODUCTION**

- (A) On 24<sup>th</sup> November 2014 the Customer issued an invitation to tender for the provision of **UK SBS RE140176BIS Analysis of International Company Data Registers' Verification Measures** including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Supplier submitted a proposal dated 24<sup>th</sup> November 2014 and entitled **UK SBS RE140176BIS Analysis of International Company Data Registers' Verification Measures** explaining how it would provide the services a copy of which is set out in Schedule 2 (the "Proposal").
- (C) The Proposal was supplemented further by clarification questions which resulted in a revised proposal being submitted (the "Correspondence"). See Schedule 4.

**AGREED AS FOLLOWS**

**1. SUPPLY OF SERVICES**

- 1.1 In consideration of the payment by the Customer to the Supplier described in clause 2 below and in accordance with
  - (a) The Specification
  - (b) The Proposal
  - (c) The Customer's Standard Terms and Conditions of Contract for the Purchase of Services (the "Standard Terms") (a copy of which was issued by the Customer with the Invitation to Tender and is attached at Schedule 3)
  - (d) The Correspondence

The Supplier shall provide the services to the Customer.

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1.2 This Contract is formed of these clauses and the Schedules.

### **2. CONTRACT PRICE**

2.1 The Customer shall pay the Supplier the sum of £85,500 exclusive of value added tax in the manner and at the times described in Clause 2.3 below.

2.2 Total Project expenditure shall not exceed £85,500 excluding VAT.

2.3 Payments will be made in three instalments: 30% following inception meeting on or around 5 January 2015; 30% following sign-off of the interim report on or around 23 February; and 40% following sign-off of the final report on or around 16 March

2.4 Invoices for 50% of the total costs should be sent to 1 Victoria Street, London, SW1H 0ET (the "Customer"). The other 50% should be sent to Companies House

2.5 The Supplier shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Customer's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Customer shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Customer's reasonable opinion after consultation with the Supplier, would reasonably have been required for that purpose.

2.6 The Customer shall not be obliged to pay the final invoice until the Supplier has carried out all the elements of the Services specified as in Schedule 1.

2.7 It shall be the responsibility of the Supplier to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Customer all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Customer shall have no further liability to make reimbursement of any kind.

### **3. COMMENCEMENT AND DURATION**

3.1 This Contract shall commence on 28<sup>th</sup> November 2014 and subject to any provisions for earlier termination contained in the Standard Terms shall continue until 31<sup>st</sup> March 2014 or earlier, when the agreed final report needs to be submitted.

### **4. TERMS AND CONDITIONS**

4.1 The Standard Terms are incorporated into and form part of this Contract. In the event of conflict between these clauses and the Standard Terms these clauses shall prevail to the extent of the conflict.

4.2 The Supplier's Standard Terms and Conditions of business shall not apply to this Contract.

### **5. MANAGEMENT AND COMMUNICATIONS**

5.1 The Customer appoints:

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Stephen Webster Company Beneficial Ownership and Verification, Business Environment Directorate, Department For Business Innovation and Skills, 1 Victoria Street, London SW1H 0ET  
0207 215 3767

[stephen.webster@bis.gsi.gov.uk](mailto:stephen.webster@bis.gsi.gov.uk)

(or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

- 5.2 The Supplier appoints David Caplan, Director, Belmana, 39-41 North Road, London, N7 9DP, 020 7609 1082, David.Caplan@belmana.co.uk (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.
- 5.3 The parties' respective Contract Managers shall meet as often as either the Supplier or the Customer may reasonably require, to review the performance of this Contract.
- 5.4 The Supplier shall promptly comply with all reasonable requests or directions of the Customer's Contract Manager in respect of the management of Services.
- 5.5 The Supplier shall address any enquiries about procedural or contractual matters in writing to the Customer's Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Introduction to this Contract.


## 6. PUBLICITY AND DISSEMINATION

- 6.1 Until the date of publication, findings from all Services outputs shall be treated as confidential. Findings shall not be released to the press or disseminated in any way or at any time prior to publication without approval of the Customer.
- 6.2 Where the Supplier wishes to issue a Press Notice or other publicity material containing findings from the Services, notification of plans, including timing and drafts of planned releases shall be submitted by the Supplier to the Customer's Contract Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Authority time to comment. All Press Notices released by the Customer or the Supplier shall state the full title of the research report, and include a hyperlink to the Authority's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 6.3 This clause applies at all times prior to publication of the final report. Where the Supplier wishes to present findings from the Services in the public domain, for example at conferences, seminars, or in journal articles, the Supplier shall notify the Customer's Contract Manager before any agreement is made with external audiences, to allow the Customer time to consider the request. The Supplier shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Customer.

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**IN WITNESS** whereof the parties duly authorised representatives have signed this Contract the day and year first above written

Signed by the duly authorised representative of the Secretary of State for Business, Innovation and Skills



.....  
(signature)

**RICHARD CARTER**

.....  
(print name)

**DIRECTOR, BUSINESS ENVIRONMENT  
DEPARTMENT FOR BUSINESS,  
INNOVATION & SKILLS**  
(job title)

Signed by the duly authorised representative of Belmana Ltd



.....  
(signature)

**PRABHAT VAZE**

.....  
(print name)

**DIRECTOR, ECONOMICS**  
.....  
(job title)

**The following Schedules form part of this Contract:**

Schedule 1	The Customer's Specification
Schedule 2	The Supplier's Proposal
Schedule 3	The Customer's Standard Terms and Conditions of Contract for the Purchase of Services
Schedule 4	The Correspondence

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**Schedule 1 – The Customer’s Specification**



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**Schedule 2 – The Supplier’s Proposal – ‘Original Bid’**



AW5 2 Price  
Schedule 3 Jurisdictio



AW5 2 Price  
Schedule 5 Jurisdictio



PROJ1.1  
Belmana.pdf



PROJ1.2  
Belmana.pdf



PROJ1.4  
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PROJ1.5  
Belmana.pdf



PROJ1.6  
Belmana.pdf

**Schedule 3 – The Customer’s Standard Terms and Conditions of Contract for the Purchase of Services**



AW4.1 Contract  
Terms and Conditions

**Schedule 4 – The Correspondence**



AW5 2 Price Schedule  
- 5 Jurisdictions - Conf