



Commissioning Letter

Centre For Strategy & Evaluation Services
Swerford House
148 Beaumont Road
Birmingham
B30 1NY

11th October 2024

Dear [REDACTED],

RE: PS22407 – Research Collaboration Network Framework for – OPSS Bespoke Construction Products

Thank you for your response to the Specification for the above Commission by Department for Business and Trade (the Contracting Authority) through PS22407 – Research Collaboration Network Framework dated 07/08/2024.

Contracting Parties

This Call-Off Contract is between

- (1) Department for Business and Trade;** and
- (2) Centre For Strategy & Evaluation Services** (the Framework Agreement).

- Annexes:
- A. Mini-Competition Tender dated 07/08/2024
 - B. Suppliers Mini-Competition Response 06/09/2024
 - C. Clarification of Tender / Bid Response
 - D. Overarching Terms and Conditions – PS22407

Department for Business and Trade accepts your Mini-Competition Response (Annex B), submitted in response to our Mini-Competition Tender (Annex A).

Terms and Conditions

The Terms and Conditions applicable to this contract are those set out in PS22407 – S3 – Services Purchasing Contract to the Framework, including the following Special Clauses;

Special Clause 1 – Each milestone must be completed to the satisfaction of the Contracting Authority prior to progressing to the next milestone. The Contracting Authority shall confirm satisfaction in writing via email. The supplier may then invoice the Contracting Authority for the completed milestone and may commence work on the next milestone.

Special Clause 2 - A Break Clause shall take effect on 31st March 2025: To facilitate this break, work shall pause on completion of phase 3. Continuation of the contract will be subject to the approval of budgets for the next financial year and satisfactory performance by the contractor. The Contracting Authority shall confirm to the supplier in writing the continuation of the break clause.

Contract Price

The agreed total charges are **£109,850** exclusive of VAT

The breakdown of the total contract charges are:

Item	(£)
Delivery of Phase 1 Requirements	
Phase 2 of Phase 2 Requirements	
Phase 3 of Phase 3 Requirements	
Phase 4 of Phase 4 Requirements	
Phase 5 of Phase 5 Requirements	
Other Costs	

The agreed invoice schedule is as follows:

1.	Milestone 1:	Completion of Phase 0	
2.	Milestone 2:	Completion of Phase 1	
3.	Milestone 3:	Completion of Phase 2	
4.	Milestone 4:	Completion of Phase 3	
5.	Milestone 5:	Completion of Phase 4	
6.	Milestone 6:	Final Report & Presentation	

All invoices should be sent to:

The Department for Business and Trade
c/o UK SBS, Queensway House
West Precinct
Billingham
TS23 2NF

Your invoice(s) for this work must include the following information:

Commission number: CR_4606

You are reminded that any Intellectual Property Rights provided in order to perform the Services will remain the property of the Contracting Authority.

The Services Commencement Date is 14/10/2024

The Completion date is 13/08/2025

The Contract may be terminated for convenience by giving 30 days notice in accordance with clause A3-8 of the PS22407 – S3 – Services Purchasing Contract.

Where GDPR applies, The Supplier shall only process in accordance with the instructions as advised in Annex C and comply with any further written instructions with respect to processing by the Contracting Authority

The Authorised Representative for this Commission will be [REDACTED] who can be contacted at [REDACTED]

Key personnel

Name	Title	Role
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Contract monitoring

CSES will review contractual compliance regularly, performance, and progress to ensure everything is on track; including progress against milestones, to ensure that they adhere to its terms and conditions. To ensure smooth delivery of the research tasks, as well as to meet the key milestones, the following measures will be introduced:

- Regular CSES-OPSS project meetings
- Ongoing evaluation of the project risks

Management information and meetings

In addition to CSES-OPSS project meetings and exchanges, regular (weekly) internal meetings will be organised, managed by the Project Manager.

Formal meetings with OPSS are envisaged on reaching each milestone, preferably on-line, although this could be face to face if requested. The following meetings are envisaged and will be agreed after the kick-off meeting:

- Kick-off meeting (week 1)
- Progress meeting (week 6)
- Interim Meeting (week 21)
- Phase 3 Meeting (week 26)
- Final Report Meeting (week 39)

Confidential Information

Specifically for this project, there is the possibility of a survey for companies but this is not expected to gather any confidential information. CSES will also be conducting interviews. It is not foreseen that any commercially sensitive information from companies or personal information will be gathered. When doing the analysis, the answers will not be attributed to any name and/or specific organisation, unless there is previous consent.

Congratulations on your success in being selected to undertake this Commission.

Yours sincerely

[REDACTED]
[REDACTED]

BY SIGNING AND RETURNING THIS COMMISSIONING LETTER THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Commissioning Letter and Annexes incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement.

Signed on behalf of (Contracting Authority)

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	14/10/2024

Signed on behalf of (supplier)

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	11/10/2024

Annex A – Mini-Competition Tender

Research Collaboration Network Framework Mini-Competition **Bespoke Construction Products** Lot 3

Framework Details

Title:	Research Collaboration Network Framework
Reference:	PS22407
Framework End Date:	31 st August 2025

Mini-Competition Contract Details

Call-Off Contract Reference:	CR_4606
Call-Off Title:	Bespoke Construction Products
Date of Issue:	14/08/2024
Date of Return:	22/08/2024 12pm
Any questions or correspondence regarding this Mini-Competition request should be directed to:	Latest date / time Mini Competition clarification questions shall be received through the Jaggaer eSourcing Portal
Call-Off Contract Start Date:	16 th September 2024 (Anticipated)
Call-Off Contract End Date:	15 th July 2025
Lot:	3 – Analytical

The Department for Business and Trade (DBT) invites you to submit a Mini-Competitions response for the services as outlined below.

1. Specification

Please see below full details of our requirement:

Brief Introduction – Aims and Objectives

The Office for Product Safety and Standards (OPSS) is part of the Department for Business and Trade (DBT) is the national regulator for construction products. As the national regulator for construction products, OPSS works closely with the Building Safety Regulator and local regulators, to promote, encourage and enforce good practice in the construction industry. OPSS is responsible for ensuring construction products are the right quality and that robust, effective regulatory action is taken against serious weaknesses and poor practice.

The proposed research has the following title: “**Bespoke Construction Products**”

If a Construction Product (for which there is a designated standard), meets the criteria outlined in Article 5 of the current Construction Product Regulations (CPR), the product is deemed as bespoke, and the manufacturer is exempt from the requirement to provide a

Declaration of Performance. To assess if bespoke products pose a risk, OPSS needs to understand how industry interprets these regulations from a practical perspective, the overall usage of these products and how these products are specified for use.

This work will attempt to fulfil the following three aims:

1. Bespoke (Industry Perspective) - The initial aim of this workstream is to practically define what is meant by the term 'bespoke' as understood by industry, in a sector where all projects can be deemed bespoke to some extent. This will encompass often interchangeable terminology used by industry such as 'innovation', 'product development' and 'made to measure'. This aim will include the terminology used in the derogation, providing practical definitions for 'non-series', 'individual design' and other terms used in guidance documents. Literature reviews and stakeholder interviews would help achieve this aim, conversations with manufacturers of these products would provide insight into their application of non-series manufacture, and to how individual design differs across products and sectors.

2. Usage - To date, it is unknown and unclear how widespread the usage of bespoke construction products is. Construction product sales data cannot be used to ascertain usage, as what little data is available is not granular enough to identify these products. Furthermore, it is believed that the procurement routes for these products differ in nature to their non-bespoke counterparts, which may then mean they are not included in any available data. This aim will use literature reviews and stakeholder interviews to identify sectors where bespoke construction products are used, before identifying specific products of note. Contractors, developers, and designers would be able to provide some detail about their frequency of usage for these products.

3. Specification Journey Mapping (with specific focus) - Currently, OPSS are unsure as to how exactly these products come to be used within buildings. The nature of the relationship between the specifier and the manufacturer is also unclear. Who decides that the product needs to be a bespoke one? Furthermore, what documentation is provided (if any) to building inspectors or regulators to demonstrate that the product used can perform as stated? Mapping of the products specification journeys, with a focus on the documentation and testing relationships will help identify the answers to these questions, and others, as well as providing clarity to OPSS.

4. Developing Understanding - As the national regulator for construction products in the UK, OPSS is looking to develop a baseline of knowledge, as well as developing data collection. The synthesis of data collected during this research, the insights and understanding developed will allow OPSS enforcement colleagues to assess whether this sector does pose a risk.

The primary methodology for this project will entail literature reviews, stakeholder interviews and mapping.

The outcomes of this project will contribute to an evaluation of bespoke construction products, and any risk posed. By understanding the sector from the perspective of industry, OPSS enforcement can focus proactive and reactive work and ultimately regulate more effectively.

The indicative budget for this project is **£110k (exc VAT)**, over a 10-month period. Due to this project sitting over 2 financial years, the contract will contain a break clause.

Research Stages:

The contractor is expected to undertake the following activities:

Phase 0: Kick-off meeting with OPSS and inception report – Payment Milestone 15%

Attend a virtual formal Kick Off meeting. This will include a check that the contractor understands the context and objectives of the work, the project working arrangements, and resolution of any queries regarding the detailed programme of work.

- Write and submit a short inception report to confirm the agreed programme of work and the project timeline, including the proposed methodology that will be used in the project.
- The inception report will be peer reviewed.

Phase 1 – Literature review and sector/stakeholder identification – Payment Milestone 15%

- Carry out a literature review, inclusive of regulatory literature, academic literature, guidance documents and white papers, this will focus on bespoke construction products and uptake of article 5 derogations.
- Identify construction sectors (road building, housing, tunnelling etc), that typically use bespoke construction products, as well as stakeholders for these sectors (contractors, developers, manufacturers, specifiers and designers, this may include trade associations such as the federation of master builders).
- Generate a list of questions to use in stakeholder interviews.

Phase 2 – Stakeholder interviews and product identification Interim Report– Payment Milestone 30%

- Undertake stakeholder interviews, looking at how bespoke products are specified for use, how conformity with building regs and CPR may be demonstrated.
- Use interviews to identify 3-5 commonly used bespoke products to use a case study for mapping, along with associated product stakeholders.
- Generate questions for second round of stakeholder interviews.
- Produce an interim report with all findings to date detailed (to be externally peer reviewed, minimum 2 weeks for review).

Phase 3 – Product specific literature review and stakeholder interviews – Payment Milestone 10%

- Undertake a product specific literature review and stakeholder interviews (primarily with product manufacturers), looking at manufacturing and testing of non-bespoke counterparts, procurement routes and overall product usage.

Break Clause on 31st March 2025: Work will pause after phase 3. Continuation of the contract will be subject to approval of budgets for the next financial year and satisfactory performance by the contractor.

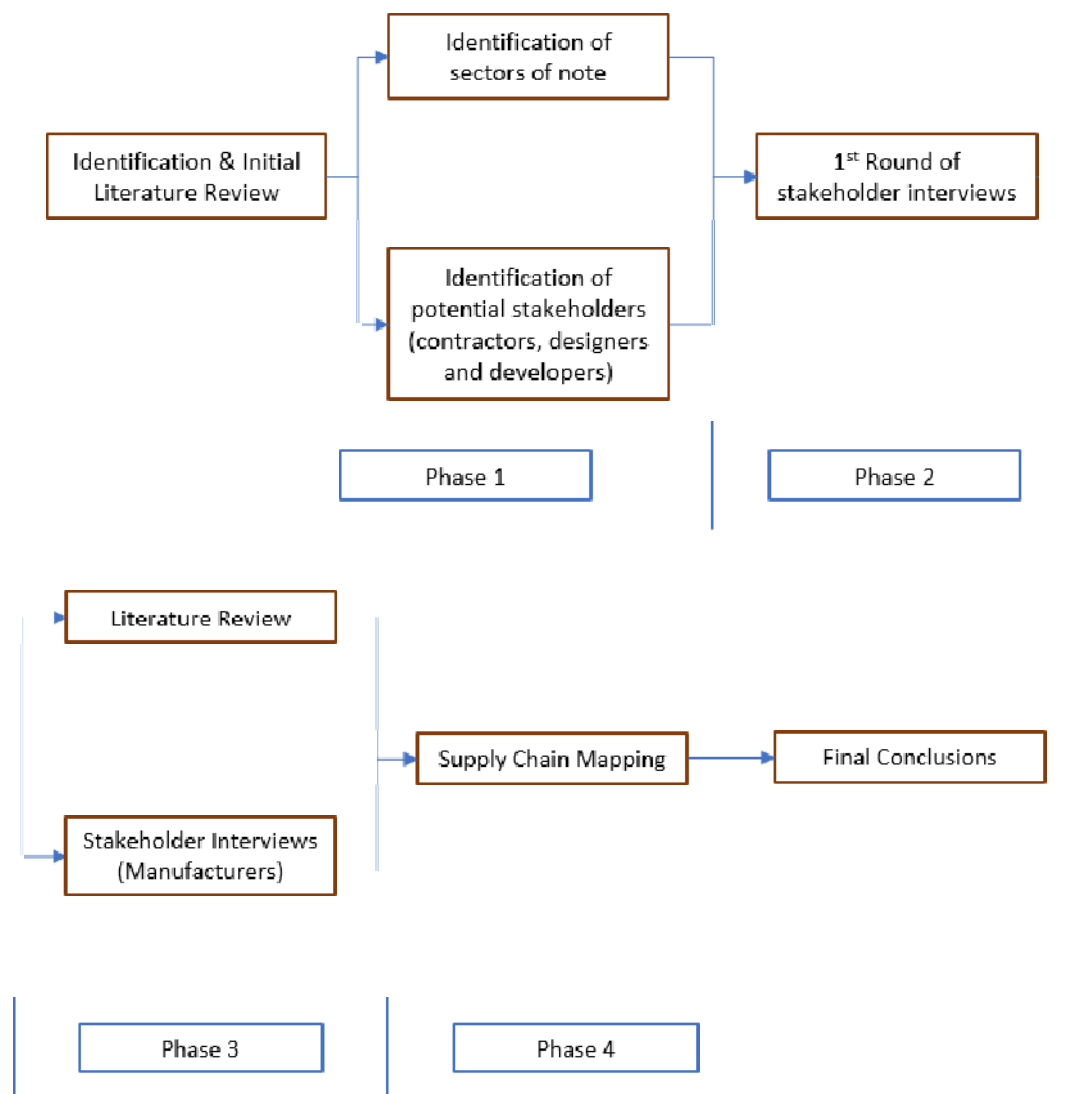
Phase 4 – Specification journey mapping and draft final report – Payment Milestone 20%

- Collate data and insights to generate product specification maps, to have a focus on the documentation required to demonstrate performance and procurement routes.
- Produce a draft final report (both this and the map shall be externally peer reviewed).

Final Report and Presentation – Payment Milestone 10%

- Incorporate peer review comments on maps and report to produce final report (in OPSS documentation format).
- Present findings to OPSS colleagues.

Each milestone must be deemed completed by OPSS prior to any progression to the next milestone.



Project Delivery

Outputs –

Inception and interim reports will be provided at the end of phase 0 and phase 2, with minor outputs being reviewed at the end of their respective payment milestones. The primary outputs of this work, the supply chain maps along with the final report and presentation will include:

- Findings from the initial literature review and stakeholder interviews, encompassing how industry interprets and applies the article 5 derogation.
- Knowledge surrounding usage of bespoke products, specifically an indicative frequency of usage of specific bespoke products within sectors and an assessment of the scale of the bespoke sector as a whole.
- Findings around the use of terminology within the bespoke sector, and how these varying terms can be applied across the construction industry, this will include understanding around the terminology from the derogation.
- Mapping of identified bespoke products, this will highlight the nature of the relationship between the specifier of these products and the product manufacturer. In addition, this will shed light onto who decides if a product is to be bespoke. The maps will also highlight the documentation that may be provided to building inspectors or regulators to demonstrate the product can perform as stated, including any testing that may be typically carried out on these products.

Outcomes –

- Understanding for OPSS as to the definition of the term 'bespoke construction product' (as understood and applied by industry), including the various terms used interchangeably e.g., made to order, one off.
- Understanding for OPSS on how bespoke product manufacturers/ designers demonstrate performance / equivalence with non-bespoke products covered by a designated standard.
- Understanding of the frequency and categorisation of usage of bespoke construction products, in order to be able to determine overall risk for these products. This will feed into a general understanding of the scale of bespoke products that are in use.
- Understanding of supply chains for bespoke products and their procurement, specification, and sales processes.
- Initial understanding for OPSS as to the level of risk associated with bespoke products.

Project Methodology

The proposed research methodology has the following structure:

1. Literature review, including academic literature, white papers, guidance documents, regulatory and grey literature. OPSS will assist where possible in the identification of relevant literature. The findings from the initial literature review will be used to feed into the later stages of the project, such as the identification of stakeholders for interviews. The literature review will follow an iterative process, initial work will help identify specific products, these will then be used as case studies for industry definitions, understanding of simplified procedures and stakeholder identification. Once key products have been identified after the 1st round of stakeholder interviews, a secondary literature review will focus on the supply chain and specification routes for the identified products. This review will feed into the second round of interviews, aimed at manufacturers and suppliers of these products.
2. Stakeholder Interviews (minimum 40), product/sector specific stakeholders will be identified as part of the literature review, and in-depth interviews (35-45mins) would take place. If deemed necessary, OPSS can provide contact details for a number of stakeholder organisations that can be contacted to help define individual stakeholders. These interviews will help to further understand the routes to market for bespoke products as well as understanding the management for manufacturing

and installation. Interviews will also be used to further understand industry interpretation of bespoke products, the simplified procedures adopted by manufacturers, demonstration of performance to building control, documentation, and the overall usage of the identified products. Initial interviews will be targeted at contractors, developers, and designers, this would clarify the specification process of these products. The second round of interviews will be with manufacturers of these products, primarily looking at variation of design methods, non-series production, any testing and demonstration of performance. A longlist of stakeholder interviews can be shared with OPSS, but any shortlists and reference to stakeholders in projects outputs will be anonymised to protect stakeholder interests.

3. Specification Journey Mapping, this will be carried out for 3-5 identified products, all covered by a designated standard, and will be a visual synthesis of all the data collected during the research. Stakeholder interviews, and the literature reviews conducted will all feed into these maps. The maps will have a specific focus on the specification relationship of these products, looking at how these products are specified for use, designed, produced, tested (if at all), and delivered to the customer, the maps will not be 'cradle to grave' but will encompass specification through to installation.

The specific questions that will be asked of the research have been outlined below:

1. What is the industry interpretation of a bespoke construction product (including definitions of the terminology typically used by industry, made to measure, one-off, tailored etc.)? This will be answered by a review of academic and regulatory literature, as well as stakeholder interviews.
2. How are the terms 'individually designed' and 'non-series' practically applied by industry, and how do these differ by sector/product?
3. What key sectors in construction typically use bespoke construction products? (This question will be used to focus in on key products.)
4. Within these sectors, what are the key bespoke products that can be identified?
5. What is the frequency of usage of identified bespoke products? This question will be answered with stakeholder interviews and literature reviews.
6. What is the specification process for bespoke construction products? (e.g. Who decides that a bespoke construction product will be required as opposed to an 'off the shelf' product?).
7. How are key identified bespoke products tested for performance?
8. What are the procurement routes for these products?
9. Where building control are involved, how is performance of bespoke products demonstrated?
10. Where building control are **not** involved, how is performance of bespoke products demonstrated?
11. Have there been any incidents associated with bespoke construction products? This question will be answered with literature reviews.

2. Special Clause(s)

Where special contract clauses are required for an individual Call-Off Contract these will be provided here. Please note that if utilised, a special contract clause agreement will be mandatory and therefore should the Supplier be unable to accept (unless there is a legal, statutory or regulatory justification), we will be unable to award this project to you and will move to the next ranked Supplier on the Framework.

2.1 A break clause to be included at the end of the 24/25 financial year, contractor to pause work until the budget from MHCLG is approved.

2.2 A contract clause to be included stating that satisfactory completion of each milestone is required prior to progression to the next.

3. Tender Evaluation:

- 3.1 Tenders shall be evaluated by a panel 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 two (2) technical experts evaluating the technical criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
- 3.2 Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of commercial, technical and price elements. The Authority shall award the Contract to the Tenderer which submits the highest scoring Tender.
- 3.3 The MEAT ratio for this Tender is as follows:

Award Criteria	Weighting
Commercial	Pass/Fail
Technical	80%
Price	20%

Commercial Evaluation Questions:

All commercial elements shall be evaluated as pass / fail. Tenderers that score a 'fail' mark against any commercial criteria will be excluded from further participation in the Procurement and will not have the rest of their Tender evaluated.

1	Form of Tender	Tenderers shall confirm that all details in their bid are true and accurate and that the tender shall be valid for a minimum of 30 days	Pass/ Fail	Please answer Yes or No in Jaggaer
2	Special Contract Clauses	Do you accept Special Clause 1 and Special Clause 2 as detailed in the Draft Project 4255 Bespoke Construction Products - Commissioning Letter?	Pass/ Fail	Please answer Yes or No in Jaggaer
3	Tender Within Budget	Please confirm that your final price submitted within AW5.2 will fall within the maximum permitted budget?	Pass/ Fail	Please answer Yes or No in Jaggaer

Technical Evaluation Questions

PROJ1.1	Approach Please clearly explain and give reasoning for your proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification.
Bidder guidance	<p>As a minimum your response should include:</p> <ul style="list-style-type: none"> • <i>Methodological Challenges</i> • Give a detailed description of the methods to be used in undertaking the project, outlining a clear justification as to why your chosen methodology will provide the best outcome; • Set out how your methods meet the project objectives; • Please include a recommendation for the size and composition of the sample and justification for your approach. <p>Dissemination</p> <ul style="list-style-type: none"> • Provide details of how you would propose to work with The Department for Business and Trade (DBT) to disseminate emerging and final findings to help shape understanding of potential risk with regards to bespoke products. <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>
Scoring criteria	<p>Scoring shall be based on 0-100 scoring methodology.</p> <p>Maximum Mark: 25%</p>

PROJ1.2	Staff to Deliver Please demonstrate the skills and expertise of your team and how they will support the successful delivery of this project.
Bidder Guidance	<p>As a minimum your response should include:</p> <ul style="list-style-type: none"> • Any support that would be needed and from whom, in order to undertake and complete this project. • A demonstration of how your organisation is well placed to undertake this project • Details of the project team's relevant expertise in delivering projects of this nature • Details of the tasks and responsibilities of each member of project team. This should be clearly linked to the work programme (PROJ1.4) and include job titles/seniority of staff and days/time allocated for each task/deliverable. <p>This question is limited to 4 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>

Scoring Criteria	Scoring shall be based on 0-100 scoring methodology. Maximum Mark: 15%
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PROJ1.3	Understanding the Environment
Bidder Guidance	<p>As a minimum your response should include:</p> <ul style="list-style-type: none"> • Your understanding of OPSS' responsibilities and aims with regards to bespoke construction products • Interpretation of the project and what is required. • How the bidder will ensure the successful delivery of this project within the working environment. • Detail your knowledge and experience of the legislation in Article 5 of CPR and its application by the industry. • What work you have already done in a similar context and how lessons learnt and approach used in that work will help you deliver success in this project. <p>This question is limited to 4 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>
Scoring Criteria	Scoring shall be based on 0-100 scoring methodology. Maximum Mark: 15 %

PROJ1.4	Project Plan, Timescales and Risk Management
Bidder Guidance	<p>Please outline your proposed project plan and timescales and how this will ensure the successful and timely delivery of the project.</p> <p>As a minimum your response should include:</p> <ul style="list-style-type: none"> • A detailed timetable for carrying out the work based on the proposed approach and method • Details of how you will keep the project on track and how any changes or issues that could affect delivery will be communicated • Highlight how you will meet the key milestones and deadlines, including the suggested meetings and progress reports. <p>This question is limited to 5 sides of A4 plus a Gantt Chart and risk register in a Word table or Excel sheet. 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>
Scoring Criteria	Scoring shall be based on 0-100 scoring methodology. Maximum Mark: 25%

4. Technical Evaluation Methodology

- 4.1. All technical elements shall be given a weighting and the following scoring methodology shall be applicable. Tenderers must score a mark of three (3) or above against each weighted element. Tenderers that score a mark of two (2) or less against any weighted technical element will be excluded from further participation in the Procurement. The score will be multiplied by the relevant weighting, as follows:

$$\text{Your Score} \div \text{Maximum Score} \times \text{Question Weighting} = \text{Your Weighted}$$

Score	Quality	Description
0 = 0%	No Evidence	No evidence provided that the tender meets the requirement. No confidence that the tenderer can meet the requirement.
1 = 20%	Poor Response	Very limited evidence provided to support that the tender meets most of the requirement with major concerns leading to the conclusion of a very low level of confidence that the tenderer can meet the requirement.
2 = 40%	Minimal Response	Limited evidence to support that the tender meets the requirement with major concerns leading to the conclusion of a low level of confidence that the tenderer can meet the requirement.
3 = 60%	Acceptable Response	Acceptable evidence provided to support that the tender meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the tenderer can meet the requirement.
4 = 80%	Good Response	Good evidence provided to support that the tender meets the entire requirement leading to a high level of confidence that the tenderer can meet the requirement.
5 = 100%	Excellent Response	Comprehensive evidence provided to support that the tender fully meets and/or exceeds the requirement, leading to the conclusion of a very high level of confidence that the tenderer can meet the requirement.

Thus, for a question where the weighting is 25%, a score of 4 would give a weighted score of 20%

5. Commercial Evaluation Questions

AW5.1	<p>Please confirm your bid submission price for completion of all the Services as detailed in the Section 1 Specification.</p> <p>All prices shall be in £ GBP and exclusive of VAT.</p>
Bidder Guidance	<p>Bidders shall provide their bid submission price for completion of all Services as detailed in the Section 1 Specification.</p> <p>The scoring methodology for this question shall be:</p> <p>The lowest price for a response which meets the pass criteria shall score 100.</p> <p>All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.</p>

	<p>Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50</p> <p>In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)</p> <p>The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.</p> <p>The lowest price for a response which meets the pass criteria shall score 100. All other bids shall be scored on a pro rata basis in relation to the lowest price. The lowest score possible is 0.</p> <p>For example, assuming the lowest bid is £100,000.</p> <p>Bid Price £100,000 Differential to the lowest price which meets mandatory pass criteria ('Differential') 0 Score 100</p> <p>Bid price - £120,000 Differential - 20% Score - 80 Bid price - £140,000 Differential - 40% Score - 60 Bid Price - £150,000 Differential - 50% Score - 50 Bid Price - £175,000 Differential - 75% Score - 25 Bid Price - £200,000 Differential - 100% Score - 0 Bid Price - £300,000 Differential - 200% Score - 0</p>
Scoring Criteria	Maximum Mark: 20%

AW5.2	<p>Based on the Bidders AW5.1 bid submission price for completion of all the Services as detailed in the Section 1 Specification, Bidders are now required to complete the attached Excel AW5.2 Pricing Schedule document with a breakdown of all the costs that make up their final bid price.</p> <p>All prices shall be in £ GBP and exclusive of VAT.</p> <p>All costs appearing elsewhere in the Bid but not mentioned in this Pricing Schedule shall be presumed waived.</p>
Bidder Guidance	<p>Based on the Bidders AW5.1 bid submission price for completion of all the Services as detailed in the Section 1 Specification, Bidders are now required to complete the attached Excel AW5.2 Pricing Schedule document with a breakdown of all the costs that make up their final bid price.</p> <p>All prices shall be in £ GBP and exclusive of VAT.</p> <p>All costs appearing elsewhere in the Bid but not mentioned in this Pricing Schedule shall be presumed waived.</p> <p>The total submitted within your excel pricing schedule must equal the total price submitted in AW5.1</p>
Scoring Criteria	For Information Only

AW5.4	Maximum Budget
	As stated within the tender documents, the maximum budget for this requirement will be £110,000 ex VAT. Please confirm that your final price submitted within AW5.2 will fall within this budget.
Bidder Guidance	The Bidder shall answer Yes or No Yes – Pass No – Fail
Scoring Criteria	Mandatory Pass / Fail



Annex B – Suppliers Mini-Competition Response

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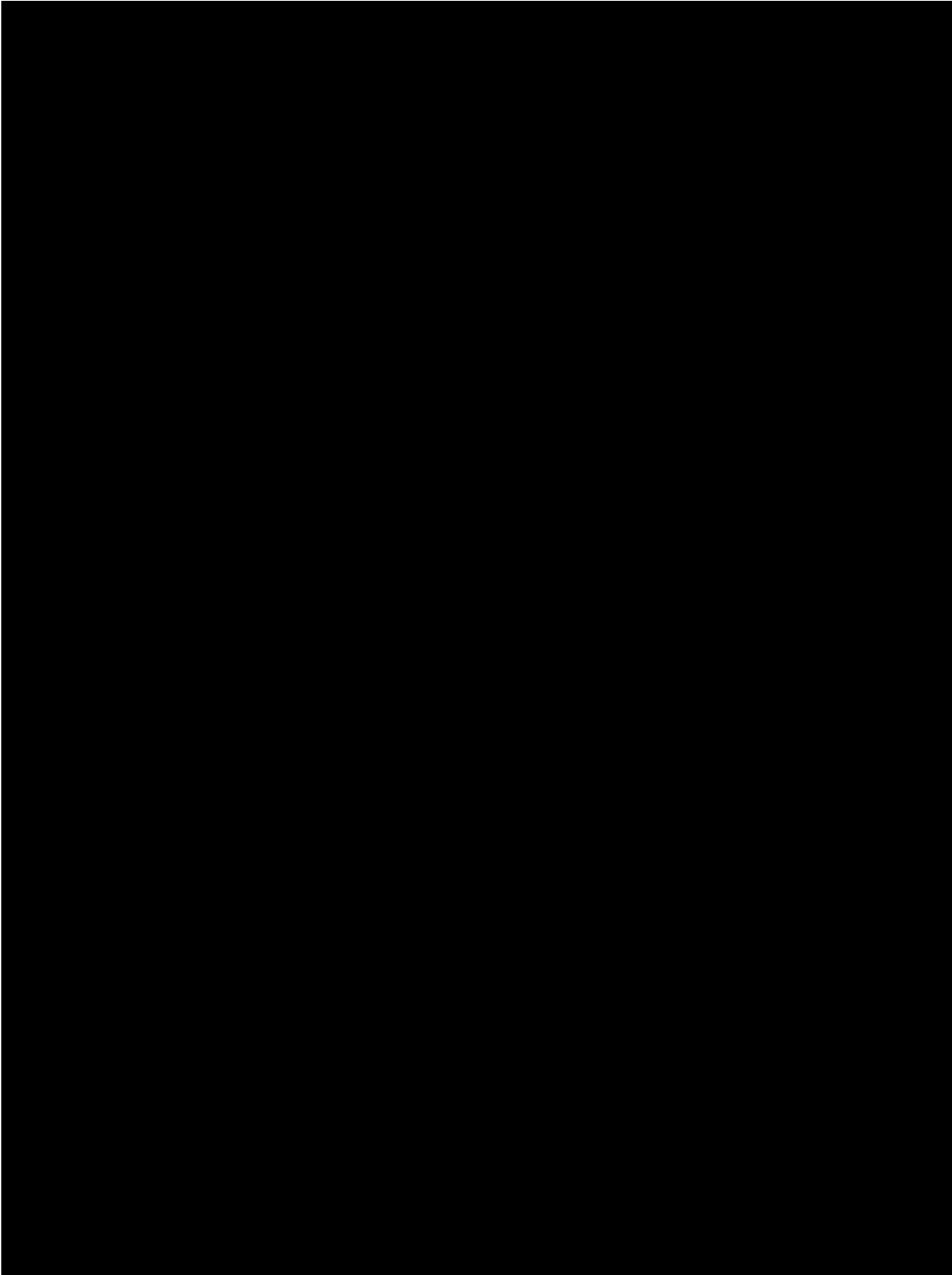
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the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent, and the number of people 75 years of age or older has increased by 100 percent. The number of people 85 years of age or older has increased by 200 percent. The number of people 90 years of age or older has increased by 400 percent. The number of people 95 years of age or older has increased by 800 percent. The number of people 100 years of age or older has increased by 1,600 percent. The number of people 105 years of age or older has increased by 3,200 percent. The number of people 110 years of age or older has increased by 6,400 percent. The number of people 115 years of age or older has increased by 12,800 percent. The number of people 120 years of age or older has increased by 25,600 percent. The number of people 125 years of age or older has increased by 51,200 percent. The number of people 130 years of age or older has increased by 102,400 percent. The number of people 135 years of age or older has increased by 204,800 percent. The number of people 140 years of age or older has increased by 409,600 percent. The number of people 145 years of age or older has increased by 819,200 percent. The number of people 150 years of age or older has increased by 1,638,400 percent. The number of people 155 years of age or older has increased by 3,276,800 percent. The number of people 160 years of age or older has increased by 6,553,600 percent. The number of people 165 years of age or older has increased by 13,107,200 percent. The number of people 170 years of age or older has increased by 26,214,400 percent. The number of people 175 years of age or older has increased by 52,428,800 percent. The number of people 180 years of age or older has increased by 104,857,600 percent. The number of people 185 years of age or older has increased by 209,715,200 percent. The number of people 190 years of age or older has increased by 419,430,400 percent. The number of people 195 years of age or older has increased by 838,860,800 percent. The number of people 200 years of age or older has increased by 1,677,721,600 percent. The number of people 205 years of age or older has increased by 3,355,443,200 percent. The number of people 210 years of age or older has increased by 6,710,886,400 percent. The number of people 215 years of age or older has increased by 13,421,772,800 percent. The number of people 220 years of age or older has increased by 26,843,545,600 percent. The number of people 225 years of age or older has increased by 53,687,091,200 percent. The number of people 230 years of age or older has increased by 107,374,182,400 percent. The number of people 235 years of age or older has increased by 214,748,364,800 percent. The number of people 240 years of age or older has increased by 429,496,729,600 percent. The number of people 245 years of age or older has increased by 858,993,459,200 percent. The number of people 250 years of age or older has increased by 1,717,986,918,400 percent. The number of people 255 years of age or older has increased by 3,435,973,836,800 percent. The number of people 260 years of age or older has increased by 6,871,947,673,600 percent. The number of people 265 years of age or older has increased by 13,743,895,347,200 percent. The number of people 270 years of age or older has increased by 27,487,790,694,400 percent. The number of people 275 years of age or older has increased by 54,975,581,388,800 percent. The number of people 280 years of age or older has increased by 109,951,162,777,600 percent. The number of people 285 years of age or older has increased by 219,902,325,555,200 percent. The number of people 290 years of age or older has increased by 439,804,651,110,400 percent. The number of people 295 years of age or older has increased by 879,609,302,220,800 percent. The number of people 300 years of age or older has increased by 1,759,218,604,441,600 percent. The number of people 305 years of age or older has increased by 3,518,437,208,883,200 percent. The number of people 310 years of age or older has increased by 7,036,874,417,766,400 percent. The number of people 315 years of age or older has increased by 14,073,748,835,532,800 percent. The number of people 320 years of age or older has increased by 28,147,497,671,065,600 percent. The number of people 325 years of age or older has increased by 56,294,995,342,131,200 percent. The number of people 330 years of age or older has increased by 112,589,990,684,262,400 percent. The number of people 335 years of age or older has increased by 225,179,981,368,524,800 percent. The number of people 340 years of age or older has increased by 450,359,962,737,049,600 percent. The number of people 345 years of age or older has increased by 900,719,925,474,099,200 percent. The number of people 350 years of age or older has increased by 1,801,439,850,948,198,400 percent. The number of people 355 years of age or older has increased by 3,602,879,701,896,396,800 percent. The number of people 360 years of age or older has increased by 7,205,759,403,792,793,600 percent. The number of people 365 years of age or older has increased by 14,411,518,807,585,587,200 percent. The number of people 370 years of age or older has increased by 28,823,037,615,171,174,400 percent. The number of people 375 years of age or older has increased by 57,646,075,230,342,348,800 percent. The number of people 380 years of age or older has increased by 115,292,150,460,684,697,600 percent. The number of people 385 years of age or older has increased by 230,584,300,921,369,395,200 percent. The number of people 390 years of age or older has increased by 461,168,601,842,738,790,400 percent. The number of people 395 years of age or older has increased by 922,337,203,685,477,580,800 percent. The number of people 400 years of age or older has increased by 1,844,674,407,370,955,161,600 percent. The number of people 405 years of age or older has increased by 3,689,348,814,741,910,323,200 percent. The number of people 410 years of age or older has increased by 7,378,697,629,483,820,646,400 percent. The number of people 415 years of age or older has increased by 14,757,395,258,967,641,292,800 percent. The number of people 420 years of age or older has increased by 29,514,790,517,935,282,585,600 percent. The number of people 425 years of age or older has increased by 59,029,581,035,870,565,171,200 percent. The number of people 430 years of age or older has increased by 118,059,162,071,741,130,342,400 percent. The number of people 435 years of age or older has increased by 236,118,324,143,482,260,684,800 percent. The number of people 440 years of age or older has increased by 472,236,648,286,964,521,369,600 percent. The number of people 445 years of age or older has increased by 944,473,296,573,929,042,739,200 percent. The number of people 450 years of age or older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people 455 years of age or older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people 460 years of age or older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people 465 years of age or older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people 470 years of age or older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people 475 years of age or older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people 480 years of age or older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people 485 years of age or older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people 490 years of age or older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people 495 years of age or older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people 500 years of age or older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people 505 years of age or older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people 510 years of age or older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people 515 years of age or older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people 520 years of age or older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people 525 years of age or older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people 530 years of age or older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people 535 years of age or older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people 540 years of age or older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people 545 years of age or older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people 550 years of age or older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people 555 years of age or older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people 560 years of age or older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people 565 years of age or older has increased by 15,845,632,502,852,867,518,708,790,067,200 percent. The number of people 570



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Annex C – Clarification of Tender / Bid Response

Mini-Competition 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.

Description	Details
Subject matter of the processing	<p>In execution of the contract the processing of names, business contact details (for the Contracting Authority and the Contractor) and banking details for payment to the contractor will be required.</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 contractor will provide interviewees 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 from Monday, 14 th October 2024 for the Start Date of the Contract. The Contract will end on Wednesday 13 th August 2025.
Nature and purposes of the processing	<p>The nature of the processing will include recording, storage and use.</p> <p>Processing takes place for the purposes of execution of this Commission Agreement CR_4606.</p> <p>The nature of processing will include the Collection, Recording, Storage, Retrieval, Use, Disclosure by transmission, Restriction, Erasure and destruction of data to comply with Data subject's rights.</p> <p>Purpose: To enable research and evaluation in order to improve the understanding of industry interpretation of Article 5 of the current Construction Product Regulations</p>
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority, the Supplier and Stakeholders as necessary to deliver the services and to undertake the Contract and performance management.

	<p>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.</p>
Categories of Data Subject	<p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management. In addition to the same respective details for any subcontractors of the Supplier or relevant organisations.</p> <p>Stakeholders, including those whom the Contracting Authority provide contact details of to the Supplier.</p>
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>Provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority) and erase from any computers, storage devices and storage media that are to be retained by the Supplier within 30 days of the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>If Buyer opt for supplier to delete, dispose or destroy the data in supplier's possession, the latter shall provide the buyer with Certificate of Disposal, Deletion or Destruction.</p>

Annex D – Overarching Terms and Conditions - PS22407 – S3 – Services Purchasing Contract to the Framework

S3 - PRECEDENT FRAMEWORK CONTRACT

FOR THE PURCHASE OF SERVICES

SECTION A	
This Framework Contract is dated [] 2023.	
Parties	
(1)	Department for Business and Trade, Old Admiralty Building, Admiralty Place, London SW1A 2DY (The Contracting Authority).
(2)	[], a company incorporated and registered in [Country] with company number [Number] and registered VAT number [Number] whose registered office is at [Address] (the Supplier).
Background	
<p>The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).</p> <p>This Framework Contract sets out the contractual obligations under which the Contracting Authority may place Orders (as defined below) and conclude Contracts for Services.</p>	
Agreed Terms	
A1	Interpretation
A1-1	Definitions. In each Contract (as defined below), the following definitions apply:
	Agent: Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.
	Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Further details of these organisations can be found at: http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx
	Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
	Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.
	Commencement: the date and any specified time that the Contract starts
	Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.
	Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: any contract between the Contracting Authority and the Supplier for the sale and purchase of the Services, in accordance with the terms of this Framework Contract, any Special Conditions and the relevant Order only, and which contract is concluded in accordance with clauses A2-10 and A2-11.

Contract Ref PS22407
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OFFICIAL SENSITIVE PERSONAL

Contracting Authority: Department for Business and Trade, as specified at Section A (1) and any replacement or successor organisation.
Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).
Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
EIR: The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
GDPR: The General Data Protection Regulations as amended from time to time.
Goods: any such Deliverable that is associated with the delivery of the services
Information: has the meaning given under section 84 of FOIA.
Initial Term: 4 years, commencing on the date of this Framework Contract.
Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Maximum Expiry Date: the date specified in the Find a Tender advertisement as the intended maximum end date of this Framework Contract.
Order: the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 1. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 1, it will not constitute an Order.
Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.
Request for Information: a request for Information or an apparent request under FOIA or EIR.
Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.
Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.
Special Conditions: the special conditions (if any) set out in Schedule 1.
Specification: any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.
Supplier or Suppliers: the parties to the contract as named in Section A (2).
Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding

	companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.
	TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.
	UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.
	Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.
A1-2	Construction. In this Framework Contract and any subsequent call off Contract, unless the context requires otherwise, the following rules apply:
A1-2-1	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
A1-2-2	A reference to a party includes its personal representatives, successors or permitted assigns.
A1-2-3	A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
A1-2-4	Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
A1-2-5	The headings in this Framework Contract are for ease of reference only and do not affect the interpretation or construction of this Framework Contract or any Contract.
A1-2-6	A reference to writing or written includes faxes and e-mails.
A2	Basis of Contract
A2-1	Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Framework Contract unless it is expressly specified as Contracting Authority in the Order.
A2-2	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority appoints the Supplier to supply Services to the Contracting Authority in accordance with this Framework Contract.
A2-3	This Framework Contract enters into force on the date on which it is signed by the Contracting Authority and the Supplier and shall remain in full force and effect for the Initial Term and, subject to clause A2-4, any subsequent extension period following the Initial Term which is agreed in writing between the parties from time to time, or unless and until expiry or termination in accordance with clause A3, whichever is earlier.
A2-4	In no circumstances shall this Framework Contract be extended pursuant to clause A2-3 beyond the Maximum Expiry Date. In the event that the parties attempt to extend this agreement beyond the Maximum Expiry Date, such extension shall only have effect until the Maximum Expiry Date and the rights and obligations of the parties shall be apportioned accordingly.
A2-5	The Contracting Authority may order Services to be supplied under this Framework Contract, but they are under no obligation to do so. No guarantee or representation has been, or shall be deemed to have been made by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in respect of the total quantity or value of the Services which the

	Contracting Authority may order, and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such guarantee or representation.
A2-6	Nothing in this Framework Contract shall create an exclusive relationship between the Supplier and either the Contracting Authority or UK SBS for the supply of Services and the Contracting Authority shall at all times be entitled to enter into contracts with other parties for the provision of services the same as, or similar to, the Services.
A2-7	The terms of this Framework Contract, any Special Conditions and the Order apply to each Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
A2-8	If there is any conflict or inconsistency between the terms of this Framework Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of this Framework Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
A2-9	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may issue an Order to the Supplier at any time.
A2-10	The Order (including any Special Conditions) constitutes an offer by the Contracting Authority to purchase the Services in accordance with the terms of this Framework Contract. This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-11, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-11, as valid acceptance of the offer.
A2-11	Subject to clause A2-10, the Order shall be deemed to be accepted on the earlier of:
	A2-11-1 the Supplier issuing a written acceptance of the Order; and
	A2-11-2 The Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.
A3 Termination	
A3-1	This Framework Contract shall automatically expire without the need for notice on the Maximum Expiry Date.
A3-2	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Framework Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
A3-3	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Framework Contract, and any subsequent call off Contract or Order which that Contracting Authority has concluded, with immediate effect by giving written notice to the Supplier if:

A3-3-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply; or
A3-3-2 the Supplier breaches any term of this Framework Contract or the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
A3-3-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
A3-3-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
A3-3-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
A3-3-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
A3-3-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
A3-3-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
A3-3-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
A3-3-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
A3-3-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-3-3 to clause A3-3-10 inclusive; or
A3-3-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
A3-3-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
A3-3-14 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under this Framework Contract or the Contract has been placed in jeopardy; or
A3-3-15 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
A3-4 Termination or expiry of this Framework Contract or any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of this Framework Contract or any Contract shall continue in full force and effect.
A3-5 Without prejudice to clause A3-4, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of this Framework Contract

	or any Contract and shall continue in full force and effect.
A3-6	Upon termination or expiry of this Framework Contract or any Contract, the Supplier shall immediately:
	A3-6-1 cease all work on the Contract;
	A3-6-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
	A3-6-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and
	A3-6-4 Cease all use of and delete all copies of UK SBS's or the Contracting Authority's confidential information.
A3-7	Termination The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:
	A3-7-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");
	A3-7-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
	A3-7-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
	A3-7-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
	A3-7-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.
	A3-7-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.
A3-8	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written

	<p>notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by them as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed</p>
SECTION B	
B1	Supply of Service
B1-1	The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Contracting Authority in accordance with the terms of the Framework Contract.
B1-2	The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
B1-3	In providing the Services, the Supplier shall:
B1-3-1	co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
B1-3-2	perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;
B1-3-3	use personnel 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 this Contract;
B1-3-4	ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
B1-3-5	provide all equipment, tools and vehicles and such other items as are required to provide the Services;
B1-3-6	use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
B1-3-7	obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
B1-3-8	observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
B1-3-9	Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
B1-4	The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
B1-5	Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect

	them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
B1-6	If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
	B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
	B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
B1-7	The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.
B2 Contracting Authority Remedies	
B2-1	If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
	B2-1-1 (in the case of the UK SBS only) to terminate this Framework Contract or (in the case of Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority) to terminate any Contract in whole or in part without liability to the Supplier;
	B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
	B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute services from a third party;
	B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
	B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.
B2-2	These Conditions shall extend to any substituted or remedial services provided by the Supplier.
B2-3	The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
B3 Contracting Authority Obligations	
B3-1	The Contracting Authority shall:
	B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and
	B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.
B4 Charges and Payment	

B4-1 The Charges for the Services shall be set out in the Order and shall be the full and

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	exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
B4-2	Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
	B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;
	B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
	B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
	B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
	B4-2-5 The Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3.
B4-3	The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
B4-4	The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
B4-5	In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within [30] days of the date of a correctly rendered invoice. If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract, that shorter payment period will also apply under clause B4-9 of this Framework Contract. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
B4-6	All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the

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	Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
B4-8	The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
B4-9	The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within [30] days of receipt of the invoice. Where the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract than the period set out in clause B4-5, that shorter payment period will also apply under this clause.
B4-10	Payment to Other Parties The Supplier shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that:
B4-10-1	any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
B4-10-2	any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; ; and
B4-10-3	any subcontract or will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.
	For the avoidance of doubt, in any situations that the Contracting Authority is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Supplier to its subcontractors or supply chain.
B5	Contracting Authority property
B5-1	The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (Contracting Authority's Materials) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
B6	Intellectual Property Rights
B6-1	In respect of any goods that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
B6-2	Save as otherwise provided in the Special Conditions, the Supplier assigns to the

	Contracting Authority, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
B6-3	The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
B6-4	The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.
B7	Indemnity
B7-1	The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:
	B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
	B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
	B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of this Framework Contract.
B7-2	This clause B7 shall survive termination or expiry of this Framework Contract and any Contract.
B8	Insurance
B8-1	During the term of the Framework Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:
	B8-1-1 professional Indemnity insurance for not less than £ 5 million per claim;
	B8-1-2 public liability insurance for not less than £ 5 million per claim (unlimited claims); and
	B8-1-3 employer liability insurance for not less than £ 5 million per claim (unlimited claims)
B8-2	The Supplier shall ensure that the Contracting Authority's interest is noted on each

	insurance policy, or that a generic interest clause has been included.
B8-3	On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.
B8-4	The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
B8-5	The Supplier shall:
	B8-5-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and
	B8-5-2 Notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
B8-6	The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B8-1.
B8-7	If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.
B9	Liability
B9-1	In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under this Framework Contract or any Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.
B9-2	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Framework Contract or any Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Framework Contract or any Contract.
B9-3	Subject to clause B9-7, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:
	B9-3-1 any indirect or consequential loss or damage;
	B9-3-2 any loss of business, rent, profit or anticipated savings;
	B9-3-3 any damage to goodwill or reputation;
	B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
	B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
B9-4	Subject to clause B9-7:
	B9-4-1 The Contracting Authority and UK SBS's total liability in connection with this Framework Contract shall be limited to the Charges for the Services under the most recent Contract; and
	B9-4-2 The Contracting Authority and UK SBS's total liability in connection with any Contract shall be limited to the Charges for the Services under that Contract.
B9-5	Subject to clause B9-7, the Supplier's total liability in connection with the Framework Contract and any Contract shall be limited to £1,000,000.

B9-6	Subject to clause B9-7:
B9-6-1	the Supplier's total liability in connection with this Framework Contract shall be limited to £5,000,000; and
B9-6-2	The Supplier's total liability in connection with any Contract called off against this framework shall be limited to £1,000,000.
B9-7	Nothing in the Framework Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
B9-7-1	death or personal injury resulting from its negligence; or
B9-7-2	its fraud (including fraudulent misrepresentation); or
B9-7-3	Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
SECTION C	
C1	Confidential Information
C1-1	A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under this Framework Contract or any Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
C1-1-1	was public knowledge or already known to that party at the time of disclosure; or
C1-1-2	subsequently becomes public knowledge other than by breach of this Framework Contract or any Contract; or
C1-1-3	subsequently comes lawfully into the possession of that party from a third party; or
C1-1-4	Is agreed by the parties not to be confidential or to be disclosable.
C1-2	To the extent necessary to implement the provisions of this Framework Contract or any Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under this Framework Contract or any Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.
C1-3	All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at that party's election, destroyed promptly) on expiry or termination of this Framework Contract or any Contract, and no copies shall be kept.
C2	Transparency
C2-1	In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.
C2-2	The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:
C2-2-1	contravene a binding confidentiality undertaking that protects information which the UK SBS, at the time when it considers disclosure, reasonably

	considers to be confidential to Supplier;
	C2-2-2 be contrary to regulation 21 of the Public Contracts Regulations 2015; or
	C2-2-3 if the reasonable opinion of UK SBS is prevented by virtue of one or more of the exemptions in the Freedom of Information Act (FOIA) or one or more of the exceptions in the Environmental Information Regulation (EIR).
	If any of the situations in C2-2-1, C2-2-2, C2-2-3 apply the Supplier consents to the Contract or sourcing documents being redacted by UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions
	In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.
C3	Force Majeure
C3-1	If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under this Framework Contract or any Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier
C4	Corruption
C4-1	The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate this Framework Contract immediately, and the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate any Contract immediately, and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
	C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
	C4-1-2 has entered into the Framework Contract or any Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before this Framework Contract or any Contract is entered into;
	C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
	C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
C4-2	For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:
	C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;
	C4-2-2 direct, indirect and consequential losses; and
	C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

C5Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C5-2 General Data Protection Regulations (GDPR)**1. Data Protection**

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

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

Annex 1: Processing, Personal Data and Data Subjects

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

Contracting Authority Data Protection Officer
Department for Business and Trade
Old Admiralty Building,
Admiralty Place,
London
SW1A 2DY

Email: [REDACTED]

(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: [insert supplier details]

(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 1.

Description	Details
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<p>Subject matter of the processing</p>	<p>This contract will allow Department for Business and Trade to commission small scale research at pace without needing to tender for every project.</p> <p>In execution of the contract the processing of names, business contact details (for the Contracting Authority and the Contractor) and banking details for payment to the contractor will be required.</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>	
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	<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 interviewees 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	<p>Processing will take place from Monday, 3rd July 2023 for the Start Date of the Contract. The Contract will end on Friday, 4th June 2027 but may be extended for an undefined period at the discretion of the Contracting Authority.</p>
Nature and purposes of the processing	<p>The nature of the processing will include recording, storage and use.</p> <p>Processing takes place for the purposes of execution of this framework.</p> <p>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.</p>
Type of Personal Data	<p>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.</p>
Categories of Data Subject	<p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management. In addition to the same respective details for any subcontractors of the Supplier or relevant organisations.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>Provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority) and erase from any computers, storage devices and storage media that are to be retained by the Supplier on the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority.

2. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), the Supplier will hold valid Cyber Essentials certification by the time of contract award. Evidence of the certification must be provided to the Contracting Authority in order for the contract to be awarded.

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

If the Supplier already holds ISO27001 accreditation (or equivalent), 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.

3. GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

GDPR Assurance

C6 Freedom of Information

C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.

C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

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	And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
C6-4	The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:
	C6-4-1 without consulting with the Supplier, or
	C6-4-2 Following consultation with the Supplier and having taken its views into account.
C6-5	Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
C6-6	Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
C6-7	The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.
C7	General
C7-1	Entire Agreement
	C7-1-1 This Framework Contract and any Contract constitutes the entire agreement between the Contracting Authority and the Supplier, in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.
C7-2	Liability
	C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.
	C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.
C7-3	Assignment and Subcontracting
	C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this Framework Contract or any Contract.
	C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.
	C7-3-3 For above threshold procurements , The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.
C7-4	Further Assurance

<p>C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Contracting Authority.</p>
<p>C7-5 Publicity</p>
<p>C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.</p>
<p>C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.</p>
<p>C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.</p>
<p>C7-6 Notices</p>
<p>C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:</p>
<p>C7-6-1-a in the case of the Contracting Authority: Department for Business and Trade; Address: Old Admiralty Building, Admiralty Place, London SW1A 2DY; Email: [REDACTED] (and a copy of such notice or communication shall be sent to: Professional Services Category Team, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF; Email: [REDACTED] and the [REDACTED], Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF);</p>
<p>C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.</p>
<p>C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).</p>
<p>C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting</p>

	Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.
C7-6-4	Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.
C7-6-5	The Supplier irrevocably appoints and authorises [NAME] of [ADDRESS] (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [NAME] (or any such substitute) shall be deemed to be service on the Supplier.
C7-7 Severance	
C7-7-1	If any court or competent authority finds that any provision of this Framework Contract or any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Framework Contract or the Contract shall not be affected.
C7-7-2	If any invalid, unenforceable or illegal provision of this Framework Contract or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
C7-8	Waiver. A waiver of any right or remedy under this Framework Contract or any Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Framework Contract or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
C7-9	No Partnership, Employment or Agency. Nothing in this Framework Contract or any Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either UK SBS or the Customer. Nothing in this Framework Contract or any Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.
C7-10	Third Party Rights. A person who is not a party to this Framework Contract or any Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Framework Contract or any Contract may directly enforce or rely on any terms of this Contract.
C7-11	Variation. Any variation to this Framework Contract or any Contract, including any changes to the Services, this Framework Contract, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier, and (in the case of any Contract) the Contracting Authority and the Supplier.
C7-12	Counterparts. This Framework Contract may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.
C7-13 Governing Law and Jurisdiction.	
C7-13-1	Subject to clause C7-13-2, this Framework Contract and any Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and

the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
C7-13-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.
C7-14 Modern Slavery Act 2015
C7-14-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
C7-14-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
C7-14-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
C7-14-4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
C7-14-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
C7-14-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors antislavery and human trafficking provisions;
C7-14-7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
C7-14-8 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
C7-14-9 shall not use, or allow its Subcontractors to use, child or slave labour;
<p>C7-14-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that is suitably discharges its statutory obligations.</p> <p>The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700</p>
C7-14-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.
C7-14-12 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.
C7-14-12-a Impact assessments undertaken
C7-14-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
C7-14-12-c Evidence of stakeholder engagement
C7-14-12-d Evidence of ongoing awareness training

C7-14-12-e	Business-level grievance mechanisms in place to address modern slavery
C7-14-12-f	Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation
C7-14-12-g	The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.
<p>Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.</p> <p>The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Modern Slavery Act.</p> <p>The Supplier agrees that it will provide an up to date Modern Slavery Report within 60 days of Contract award, any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Suppliers cost to do so and will not be reimbursable.</p> <p>The Supplier shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the Commencement of the Contract.</p>	
C7-15	<p>Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments</p> <p>The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.</p>
C7-16	Taxation Obligations of the Supplier
C7-16-1	The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.
	(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
	(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
	(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations

under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.
C7-16-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.
C7-16-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.
C7-16-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.
C7-16-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.
C7-16-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
C7-16-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.
C7-17 Cyber Essentials Questionnaire
<p>The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.</p> <p>Note: The Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary. The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.</p> <p>The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.</p> <p>Copy of Statement of Assurance Questionnaire</p>
This Framework Contract has been entered into on the date stated at the beginning of it.

Schedule 1 Special Terms

The Framework will be for a total of 4 years, let for 12 months initially, with three further annual extensions following annual review of Framework requirements and Supplier performance. It should be noted however, that as with all Government contracts, following annual budget reviews contracts could be terminated at the end of any financial year.

Schedule 2 Pro forma Purchase Order Form

The format of the Proforma Purchase Order will be as follows. Please note that the Purchase Order form will be submitted directly to your chosen email address on completion of the receipt of the signed contract and will contain the confirmed value of goods and services as well as the Purchase Order number that must be used for invoicing purposes.

<p>(Contracting Authority Logo)</p> <p>Supplier:</p> <p>Tel:</p> <p>Fax:</p> <p>Ship to: Contracting authority ship to address</p>	<p style="text-align: right;">Purchase Order #0</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="background-color: #f2f2f2;">Order</td><td></td></tr> <tr><td style="background-color: #f2f2f2;">Order Date</td><td></td></tr> <tr><td style="background-color: #f2f2f2;">Revision</td><td>0</td></tr> <tr><td style="background-color: #f2f2f2;">Revision Date</td><td></td></tr> <tr><td style="background-color: #f2f2f2;">Payment Terms</td><td>As per terms and conditions</td></tr> </table> <p>PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE. INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID</p> <p>For all purchase order queries, please contact: [REDACTED]</p> <p>For all invoicing queries, please contact: [REDACTED]</p> <p>Invoice to: Contracting Authority Invoice Address</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ffff00;"> <th>Line</th> <th>Part Number</th> <th>Description</th> <th>Delivery Date</th> <th>Quantity</th> <th>UOM</th> <th>Unit Price (GBP)</th> <th>Tax</th> <th>Net Amount (GBP)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td colspan="8" style="height: 100px;"></td> </tr> <tr> <td colspan="8" style="text-align: right;">Total</td> <td></td> </tr> <tr> <td colspan="8" style="text-align: right;">Grand Total</td> <td></td> </tr> </tbody> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; font-size: 0.8em;"> <p>Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see http://www.uksbs.co.uk/services/procure/Documents/SSCPOterms.pdf</p> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 20px;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>Commercial In Confidence</p> </td> <td style="width: 70%; vertical-align: top;"> <p>VAT Registration Number GB 618 367 325</p> <p>(Contracting Authority) . Polaris House, North Star Avenue Swindon, United Kingdom SN2 1EU</p> </td> </tr> </table>	Order		Order Date		Revision	0	Revision Date		Payment Terms	As per terms and conditions	Line	Part Number	Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)	1									Total									Grand Total									<p>Commercial In Confidence</p>	<p>VAT Registration Number GB 618 367 325</p> <p>(Contracting Authority) . Polaris House, North Star Avenue Swindon, United Kingdom SN2 1EU</p>
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