

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Property Legal Services - PROC-065-2025

THE BUYER: Competition and Markets Authority

BUYER ADDRESS The Cabot,
25 Cabot Square
London
E14 4QZ

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: 1 Glass Wharf

Bristol

BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th September 2025.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT:

Lot 1 – General Legal Advice and Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6179**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- **Call-Off Schedules for RM6179 Call-Off reference number**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

SPECIAL TERM no. 1: The entirety of Sections 4 – 9 of Annex 8 to CMA's Supplementary Terms:

As issued by the Buyer **(INSERT DATE)**: 04/09/2025

- Annex 8, Section 4 (Information Security)
- Annex 8, Section 5 (Supplementary Terms and Conditions of Contract)
- Annex 8, Section 6 (Confidentiality and Security Requirements)
- Annex 8, Section 7 (Confidentiality Undertaking)
- Annex 8, Section 8 (Conflicts of Interest)
- Annex 8, Section 9 (Data Handling Assessment)

CALL-OFF START DATE: 30th September 2025

CALL-OFF EXPIRY DATE: 29th September 2027

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF DELIVERABLES

The Supplier shall provide Legal advice and support services in accordance with the PANEL AGREEMENT SCHEDULE 2 PART A: PANEL SERVICES of the Crown Commercial RM3786 framework, as it relates to property, infrastructure and the management of CMA's estate portfolio.

In accordance with Paragraph 5.2 of Framework Schedule 1 (Specification) The Buyer is entitled to:

Initial Consultation.

The Buyer is entitled to 2 hours of free consultation / legal advice at the start of all Call-Off's / TIFs.

Knowledge Sharing/Transfer.

Supplier, at no cost to the Buyer will make available know-how appropriate to the services provided to the Buyer, for example access to specific training events, and awareness sessions on related topics – not limited to:

- Business Crime and Regulatory Investigations
- Procurement and Subsidy Control
- Construction
- Property

Services for this Call-Off Agreement may include but not limited to:

Contracts

The Supplier will advise in relation to any real estate legal matter. All aspects of contracts and contract law including commercial contracts and other commercial arrangements, including but not limited to:

- a. advising on, drafting, negotiating and closing property agreements including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements, joint ventures and grants;
- b. supporting relationships including advising on rights and obligations, changes, termination/exit and transition between suppliers and advising on complex commercial/contractual reorganisations and restructuring including novation's, assignments and changes in ownership; and
- c. advising on public infrastructure regulation such as UK/EU regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements.

Construction

The Supplier will provide assistance on all aspects of construction law including but not limited to: advice, review and support in relation to any design, construction, alteration or other infrastructure project.

Litigation

The Supplier will provide assistance on all aspects of litigation including but not limited to:

Civil litigation against and on behalf of CMA including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes.

Planning Law

The Supplier will provide assistance on all aspects of planning law including but not limited to:

Planning strategy, development projects, applications for development, construction, change of use and permits; planning/development inquiries and appeals.

Real Estate and Real Estate Finance

The Supplier will advise and support on all aspects of real estate and real estate finance including but not limited to:

- a. crown and commercial real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, leasehold and licenses, land/ranges landlord and tenant matters; and
- b. real estate litigation.

Dispute Resolution

The Supplier will advise and support on dispute handling and resolution against and/or on behalf of CMA including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes. This will include advising on disputes in England, Northern Ireland, Scotland and Wales.

Restructuring/ Insolvency

The Supplier will provide advice and support on restructuring/insolvency matters including, but not limited to, supplier, partner and supply chain insolvencies and restructuring.

Health & Safety

The Supplier will provide advice and support on the management, resolution and handling of all aspects of health and safety law as it relates to the workplace, both office and home. This may include contentious and non-contentious health and safety matters, regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues.

Outsourcing

All aspects of infrastructure related outsourcing arrangements, including but not limited to:

first and subsequent generation outsource arrangement and insourcing (including information technology outsourcing and business process outsourcing).

Projects

The Supplier will advise and support Projects including but not limited to co-ordinated end to end legal services from any of the Mandatory Specialisms under RM 3786 and sector specialist advice, where provided, to support property/infrastructure projects, including PFI and PPP.

Procurement

All aspects of public procurement law as it relates to property/infrastructure, including but not limited to:

- a) the application of public procurement law; and
- b) end-to-end support on procurement exercises, including drafting specifications,

evaluation criteria, tender documentation and associated procurement and contractual documentation.

Tax law

Tax law including but not limited to the application of direct and indirect taxation. The CMA requires the delivery of legal services at pace and in a way that is able to meet any property related matter.

MANAGEMENT OF CONFLICT OF INTEREST

In accordance with Framework Terms and Special Terms are incorporated into this Call-Off Contract

CONFIDENTIALITY

In accordance with Framework Terms and Special Terms are incorporated into this Call-Off Contract

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£95k** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

For the avoidance of doubt, the value of this Call-Off Contract is up to a maximum value of **£190,000.00** excluding VAT.

Charges for this Call-Off will be in accordance with the Table of Rates below:

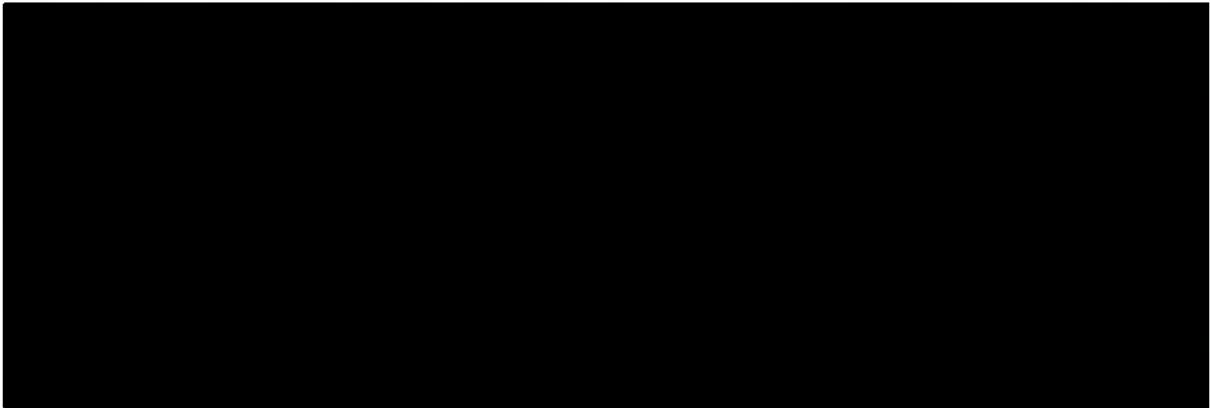
The Buyer is entitled to 2 hours of free consultation / legal advice at the start of all call-off contract / Order.

Framework Schedule 6 (Order Form and Call-Off Schedules)

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Fixed hourly rates are inclusive of any travel and expenses, disbursements and any other administrative cost which are permissible under the Framework Agreement. All prices are exclusive of Value Added Tax.

Rate card



Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.

Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

PAYMENT METHOD

BACS

BUYER'S INVOICING ADDRESS:

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

Email: Finance.Team@cma.gov.uk

Tel: 020 3738 6144/6617

BUYER'S AUTHORISED REPRESENTATIVE



Head of Property Transformation
Property Transformation

WORK\77430082\ v.2

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

As above

SERVICE LEVELS

Be highly reactive, responding at short notice, prioritising CMA's requirements for support and advice. At a minimum this must include:

- Same day acknowledgement of either email or telephone contact from CMA being received; and
- Indication of the response times in respect to any requests for work (queries/support).
- Timely provision of outputs.
- Have a broad and current knowledge of the real estate market throughout the UK.
- Driven by the CMA's commitment to the Government estates strategy, including the Places for Growth programme and the ongoing implementation of government HUBs, have familiarity with the Government Estate Strategy and experience of delivering property solutions within its remit for government departments with similar privacy requirements as the CMA.
- Provide a single point of contact able to coordinate the delivery of support and advice and effectively manage the CMA account. This is to include: contract administration, invoicing and provision of an initial response to any CMA requests for support or advice. If the point of contact is absent (i.e. annual leave/out of office) alternate arrangements are to be put in place to ensure seamless service
- Ensure all outputs and deliverables are reviewed and assured at a senior level.
- Work as a part of a fully integrated project(s) team. Importantly, this includes working closely with other CMA's advisers in the property space in a way that allows the client to receive fully integrated and aligned advice and support.
- Attend face to face meetings at CMA' at any premises when required, often at

- short notice.
- Support meetings and other activities across CMA's estate. This may include
 - the provision of meeting space within Central London and other regional cities,
 - ideally including Manchester.
- Have the capacity to rapidly scale-up resource allocation where needed to support the evolving CMA estate programme.
- Undertake document production, engrossing and bulk photocopying as required.
- Provide legal advice and support within the legal systems of England, Scotland, Wales and Northern Ireland. In particular, qualified legal support in Scotland is required.
- Support to commercial negotiations and managing commercial relationships with bidders, service providers, landlords and regulatory bodies.
- Advice and support in relation to building exit and reinstatement

REPORTING

Invoices are to be supported by a full breakdown of authorised activity, resources used, hours worked and other costs claimed.

A monthly forecast of activity in progress, running commitment and total invoiced spend is to be provided.

KEY STAFF

CMA

[REDACTED]

Burges Salmon LLP

[REDACTED]

Annex 8 – Stage 1 Mandatory Compliance & Data Handling

Tenderers are required to complete and compile the additional twelve (12) sections and then submit these with their completed bids.

Contract reference: Property Legal Services

Procurement Reference: PROC-065-2025

1. General Compliance
2. Supplier Information
3. Form of Agreement
4. Information Security
5. Supplementary Terms and Conditions of Contract
6. Confidentiality and Security Requirements
7. Confidentiality Undertaking
8. Conflicts of Interest
9. Data Handling Assessment
10. Insurance
11. Acknowledgments

STAGE 1: Section 1 - General Compliance:

General Compliance		
Please confirm you agree to all the following statements by confirming Y/N and signing the below:		
Category	Question	Confirm Yes or No
Compliance with the Specification	If you are awarded the call off contract, will you unreservedly deliver in full, all the deliverables as set out in Specification and all associated annexes.	Yes
Compliance with Annex 6 (Order Form and additional schedules)	If you are awarded the call off contract, will you unreservedly deliver in full, all the deliverables as set out in the Specification and all associated schedules/ annexes.	Yes
<u>Response guidance</u> The above are pass/fail questions. If you cannot or are unwilling to select 'yes' to these questions, you will be disqualified from further participation in this competition. Please confirm you agree to all the following statements by signing the below		
Minimum Pass Mark:	Completion	
Fail	Answer no, Information supplied is missing, incomplete or qualified.	
Pass	Answer yes, Information supplied is complete and unqualified	

STAGE 1: Section 2 - Supplier Information:

Supplier Information		
Please complete the below information regarding the company bidding.		
Minimum Pass Mark:	Completion	
Fail	Information supplied is missing or incomplete	
Pass	Information supplied is complete	

Question number	Question	Your Response
1(a)	Full name of the Person submitting the information	
1(b) – (i)	Registered office address (if applicable)	
1(b) – (ii)	Registered website address (if applicable)	www.burges-salmon.com
1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited liability partnership
1(d)	Date of registration in country of origin	12 March 2004
1(e)	Company registration number (if applicable)	OC307212
1(f)	Charity registration number (if applicable)	N/A
1(g)	Head office DUNS number (if applicable)	N/A
1(h)	Registered VAT number (if applicable)	GB123 4156 48
1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes
1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	OC307212
1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this Procurement?	Yes
1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	We are authorised and regulated by the Solicitors Regulation Authority (SRA): https://www.sra.org.uk/

Question number	Question	Your Response
		Issuing body: SRA Our SRA number is 401114: https://www.sra.org.uk/consumers/register/organisation/?sraNumber=401114
1(k)	Trading name(s) that will be used if successful in this Procurement	Burges Salmon
1 (l)	Have you used AI or machine learning tools, include large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to Award questions?	No
1(m)	Where AI tools have been used to support the generation of Tender response, please confirm you have been checked and verified for accuracy.	No
1(n)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	N/A
1(o)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	No

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

Question number	Question	Your Response
1C.1	Contact name	[REDACTED]
1C.1	Name of organisation	Burges Salmon LLP
1C.1	Role in organisation	Partner
1C.1	Phone number	[REDACTED]
1C.1	E-mail address	[REDACTED]
1C.1	Postal address	Burges Salmon LLP, One Glass Wharf, Bristol, BS2 0ZX
1C.1	Date	4 September 2025

STAGE 1: Section 3 – Form of Agreement:

FORM OF AGREEMENT	
Your Response	
To	The CMA, The Cabot, 25 Cabot Square, London E14 4QZ
Date	13/08/2025
INVITATION TO TENDER PROC REF, PROC-065-2025 I have examined the proposed Contract documents consisting of: Form of Agreement and Certificate of Bona Fide Tendering; Terms and Conditions of Contract; Statement of Requirement; Schedule of Rates and Prices; Tender Terms and Conditions and ITT Special Notices and Instructions to Tenderers. I hereby offer to enter into a Contract with the Authority upon the Conditions in the proposed Contract documents and for the Rates and Prices entered in the enclosed Schedule of Rates and Prices. Pricing information is valid for 90 days from the submission date. I warrant that I have all the requisite corporate authority to sign this tender. I have completed and appended the "Certificate of Bona Fide Tendering". I understand that the Authority is not bound to accept the lowest or any Tender. This section is agreed to in the acknowledgement section of this document	
Minimum Pass Mark:	Completion
Fail	Information supplied is missing or incomplete
Pass	Information supplied is complete

STAGE 1: Section 4 – Information Security Supplementary Terms and Conditions of Contract:

Information Security Terms and Conditions

Security Conditions:

Guidance for UK Contractors on the Protection of UK Assets marked as OFFICIAL - Sensitive

1. The term "Authority" means the Contracting Authority.

Security Grading

2. The Authority shall issue a Security Aspects Letter which shall define the OFFICIAL - SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL - SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL - SENSITIVE classification.

Official Secrets Acts

3. The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

Protection of OFFICIAL - SENSITIVE Information

4. The Contractor shall protect OFFICIAL - SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

5. OFFICIAL - SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

6. All OFFICIAL - SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL - SENSITIVE documents/material shall be stored under lock and key. As a minimum, when not in use, OFFICIAL - SENSITIVE material shall be stored in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.

7. Disclosure of OFFICIAL - SENSITIVE information shall be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.

8. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 26.

Access

9. Access to OFFICIAL - SENSITIVE information shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of his or her duties.

10. The Contractor shall ensure that all individuals having access to OFFICIAL - SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL - SENSITIVE information. Further details and the full requirements of the BPSS can be found at the GOV.UK website at: <https://www.gov.uk/government/publications/security-policy-framework>

Hard Copy Distribution of Information

11. OFFICIAL - SENSITIVE documents shall be distributed, both within and outside company premises, in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL - SENSITIVE shall **not** appear on the envelope. The envelope should bear a stamp or details that clearly indicate the full address of the office from which it was sent.

Advice on the distribution of OFFICIAL - SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL - SENSITIVE hardware shall be sought from the Authority.

Electronic Communication, Telephony and Facsimile Services

12. OFFICIAL - SENSITIVE information shall normally be transmitted over the internet encrypted using a 256 AES encryption.

Exceptionally, in urgent cases, OFFICIAL - SENSITIVE information may be emailed unencrypted over the internet **only** where there is a strong business need to do so and only with the **prior** approval of the Authority.

13. OFFICIAL - SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

14. OFFICIAL - SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not with (or within) earshot of) unauthorised persons.

15. OFFICIAL - SENSITIVE information may be faxed to UK recipients.

Use of Information Systems

16. The detailed functions that must be provided by an IT system to satisfy the minimum requirements described below cannot be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

17. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

18. The following describes the minimum security requirements for processing and accessing OFFICIAL - SENSITIVE information on IT systems.

a. Access: Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of "least privilege" shall be applied to System Administrators. Users of the IT System (Administrators should not conduct „standard“ User functions using their privileged accounts.

b. Identification and Authentication (ID&A): All systems shall have the following functionality:

(1) Up-to-date lists of authorised users.

(2) Positive identification of all users at the start of each processing session.

c. Passwords: Passwords are part of most ID&A Security Measures. Passwords shall be „strong“ using an appropriate method to achieve this, for example, including numeric and "special" characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control: All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission: Unless the Authority authorises otherwise, OFFICIAL - SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a Foundation Grade product or equivalent as described in paragraph 12 above.

f. Security Accounting and Audit: Security relevant events fall into two categories, namely legitimate events and violations.

(1) The following events shall always be recorded:

I. All log on attempts, whether successful or failed.

II. Log off (including time out where applicable).

III. The creation, deletion or alteration of access rights and privileges.

IV. The creation, deletion or alteration of passwords.

(2) For each of the events listed above, the following information is to be recorded:

V. Type of event

VI. User ID

VII. Date & Time

VIII. Device ID

The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know.

If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use, i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability: The following supporting measures shall be implemented:

1. Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations)
2. Defined Business Contingency Plan
3. Data backup with local storage
4. Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software).
5. Operating systems, applications and firmware should be supported
6. Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk shall be documented.

h. Logon Banners: Wherever possible, a "Logon Banner" shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring.

i. suggested format for the text depending on national legal requirements could be: "Unauthorised access to this computer system may constitute a criminal offence".

j. Unattended Terminals: Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

k. Internet Connections: Computer systems shall not be connected direct to the Internet or „untrusted“ systems unless protected by a firewall (a software based personal firewall is the minimum) which is acceptable to the Authority's Principal Security Advisor.

l. Disposal: Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

19. Laptops holding any supplied or contractor generated OFFICIAL - SENSITIVE information are to be encrypted using a Foundation Grade product of equivalent as described in paragraph 12 above.

20. Unencrypted laptops not on a secure site² are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with, and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt, the term "drives" includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media (e.g. CDs and DVDs), floppy discs and external hard drives.

21. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

22. Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven, the CIS is to be secured out of sight in the glove compartment, boot or luggage

compartment as appropriate to deter opportunist theft.

² *Secure Sites are defined as either Government premises or a secured office on the contractor premises*

Loss and Incident Reporting

23. The contractor shall immediately report any loss or otherwise compromise of OFFICIAL - SENSITIVE information to the Authority. Any security incident involving OFFICIAL - SENSITIVE information shall be immediately reported to the Authority.

Sub-Contracts

24. The use of any sub-contractors must be stated in the Data Protection Impact Assessment (DPIA). If during the course of the contract it is decided to sub-contract work this must be reflected in an updated DPIA and this be approved by the Data Protection Officer of the CMA.

If the Sub-contract is approved, the Authority shall provide the Contractor with the security conditions that shall be incorporated within the Sub-contract document.

Publicity Material

25. Contractors wishing to release any publicity material or display hardware that arises from this contract shall seek the prior approval of the Authority. Publicity material includes open publication in the contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the Authority or any other government department.

Destruction

26. As soon as no longer required, OFFICIAL - SENSITIVE information/material shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted OFFICIAL - SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

27. Advice regarding the interpretation of the above requirements should be sought from the Authority.

Audit

28. Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirement.

SECURITY ASPECTS LETTER

1. The above work arises from a United Kingdom government contract and will involve your company holding UK classified material. It shall be a condition of the Contract that this material must be protected. The standard of protection required varies with the level of classification. Material passed to you will bear the classification appropriate to it. However, to assist you in allocating any necessary classification to material which your company may produce during the course of the Contract and thus enable you to provide the appropriate degree of protection to it, this condition formally advises you of the correct classification to apply to the various aspects of the Contract.
2. The aspects of the Contract which require to be classified are:

ASPECTS	CLASSIFICATION
Commercially sensitive information	Official sensitive
Internal communications within the CMA	Official / Official sensitive
External communications within the CMA and other stakeholders	Official / Official sensitive
Personal data	Official sensitive

3. You are requested to acknowledge receipt of this Security Aspects letter above and to confirm that the level of classification associated with the various aspects listed above have been brought to the attention of the person directly responsible for the security of this Contract, that they are fully understood, and that the required security controls in the contract security conditions can and shall be taken to safeguard the material concerned.
5. If you have any difficulty in interpreting the meaning of the above aspects or in safeguarding the materials, please contact Gus Cottell, Head of Security and Information Assurance, immediately on the following:

gus.cottell@cma.gsi.gov.uk or by telephone: 020 3738 6996

This section is agreed to in the acknowledgement section of this document

Minimum Pass Mark:	Completion
Fail	Information supplied is missing or incomplete
Pass	Information supplied is complete

STAGE 1: Section 5 – Supplementary Terms and Conditions of Contract:

Supplementary Terms and Conditions of Contract

1. Authorised Representative
 - 1.1. The below person (including any successor in office from time to time of such person) is authorised to act as the CMA's Representative on all matters concerning this Contract:
 - Tej Dhall
 - 1.2. Each of the CMA and the Contractor may from time to time by notice in writing to the other party appoint another person to act as its authorised representative. Both parties shall use their reasonable endeavours to ensure that any such substitutions and or additions do not have any adverse impact on the Services.
2. Indemnities and Insurance
 - 2.1. The Contractor shall hold harmless and indemnify the CMA on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the CMA's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.
 - 2.2. The Contractor shall be liable to the CMA for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the CMA's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
 - 2.3. The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall be in accordance with the Framework Terms, and shall at the request of the CMA produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.
 - 2.4. Nothing in these Conditions or in any part of the Contract shall impose any liability on any member of the staff of the CMA or its representatives in their personal capacity.
 - 2.5. The Contractor shall indemnify the CMA against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the CMA.
 - 2.6. The CMA shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the CMA by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.
 - 2.7. Except in relation to death or personal injury referred to in Condition 2.1 and subject to Conditions 2.5 and 2.6 the amount of liability under this condition shall be limited to £3m per claim, or such other sum as may be agreed in writing between the CMA and the Contractor. When considering what may be regarded as one claim for the purposes of this limit of the Contractor's liability all claims against the Contractor arising from one act or omission, one series of related acts or omissions, the same act or omissions in a series of related matters or transactions, similar act or omissions in a series of related matters or transactions and all claims against the Contractor arising from one matter or transaction will be regarded as one claim.
 - 2.8. The CMA shall not be liable under to pay any sum which:
 - was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - when added to any sums paid or due to the Contractor under the Contract exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry

- of the Contract Duration; or
- is a claim by the Contractor for loss of profit or any indirect or consequential loss, due to early termination of the Contract.

3. Conflicts of Interest

- 3.1. The Contractor shall disclose to the CMA's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Contractor or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the CMA taking action to protect its interests.

4. Survival of the Contract

- 4.1. Insofar as any of the rights and obligations of the parties in this Contract shall or may be exercised after expiry or termination of the Contract, the provisions of the Contract conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry or any other contract with the CMA.

5. Working Time Directive

- 5.1. If the Working Time Directive Employment Regulations are applicable, the Contractor shall ensure that the Working Time Directive Employment Regulations shall be applied in the proper manner to all personnel supplied via this Contract.
- 5.2. The Contractor shall ensure that commensurate with good employment practices and policies observed by the CMA, that all employment legislation is applied appropriately to all workers employed in providing the Services.

6. Observance of Statutory Requirements

- 6.1. The Contractor insofar as it is legally liable shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the CMA against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of statutory obligations.

7. Equal Opportunities and Harassment

- 7.1. The Contractor shall adopt a policy to comply with the requirements of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Employment Equality (Religion or Belief) Regulations 2003, the Sex Discrimination Act 1975 as amended, Equal Pay Act 1970, Employment Equality (Sexual Orientation) Regulations 2003, Sex Discrimination (Gender Reassignment) Regulations 1999, and the Disability Discrimination Act 1995 and the Disability Discrimination Act 2005, and accordingly, shall not treat one individual or group of people less favourably than others because of colour, race, nationality, ethnic origin, religion, gender, sexual orientation or disability and, further, shall seek to promote equality among its workers and generally. The Contractor shall note the CMA's current and future obligations under these Acts and under the Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, and any codes of practice and best practice guidance issued by the Government and the appropriate enforcement agencies.
- 7.2. The Contractor shall comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under this Contract. The Contractor shall facilitate the CMA's compliance with the CMA's obligations under these provisions and comply with any request from the CMA for that purpose.
- 7.3. In the event of any finding of unlawful racial, disability or sexual discrimination being made against the Contractor by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall on request provide the CMA with details of any steps taken.
- 7.4. The Contractor shall set out its policies on race relations, sex discrimination and disability discrimination:
- in instructions to those concerned with recruitment, training and promotion;
 - in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
 - in recruitment advertisements and other literature.

- 7.5. The Contractor shall, on request provide the CMA with copies of its policies, examples of the instructions and other documents, recruitment advertisements and other literature.
 - 7.6. The Contractor shall provide such information as the CMA may reasonably request for the purpose of assessing the Contractor's compliance with this Condition 7.
 - 7.7. The Contractor shall take all reasonable steps to ensure that Contractor's personnel engaged in the performance of the Contract do not act towards either CMA staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in 7.1. In the event of any finding of unlawful discrimination being made against the Contractor by any court or tribunal, or of any adverse finding in any formal investigation, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the CMA with details of any steps taken.
8. Payment
- 8.1. All invoices must be sent, quoting a valid purchase order number, to: The Competition and Markets Authority, Finance Team, The Cabot, 25 Cabot Square, London E14 4QZ. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with unique PO number. You must be in receipt of a valid PO number before submitting an invoice.
 - 8.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Finance.Team@cma.gov.uk or by telephone 020 3738 6144/6617 between 09:00-17:00 Monday to Friday.
9. Relevant Conviction
- 9.1. The CMA may require the Contractor to ensure that any person employed in the provision of Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of any Services, relevant to the work of the CMA, or is of a type otherwise advised by the CMA (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
10. Publicity
- 10.1. The service provider agrees not to disclose the identity of CMA as a client of the service provider, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear.
 - 10.2. The service provider shall abide by any conditions or limitations imposed by the CMA in such approval, if given.
 - 10.3. The service provider further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract.

STAGE 1: Section 6 – Confidentiality and Security Requirements:

Confidentiality and Security Requirements

1. The secrecy and security aspects of the Competition & Markets Authority's work are governed by section 5 of the Official Secrets Act 1989, section 101 of the Telecommunications Act 1984, section 206 of the Water Industry Act 1991, section 74 of the Airports Act 1986, section 197 of the Broadcasting Act 1990, section 145 of the Railways Act 1993, Article 49 of the Airports (Northern Ireland) Order 1994, sections 348, 350(5) and 352 of the Financial Services and Markets Act 2000, Schedule 7 of the Postal Services Act 2000, section 105 of the Utilities Act 2000, Schedule 9 of the Transport Act 2000, Part 9 of the Enterprise Act 2002, Article 63 of the Energy (Northern Ireland) Order 2003, section 393 of the Communications Act 2003 and Article 265 of The Water and Sewerage Services (Northern Ireland) Order 2006 (the Acts). Contractors shall be bound by the provisions of the Acts. Contractors should ensure that they fully understand the serious consequences that which may follow from a breach of any of these confidentiality requirements.
2. The confidentiality provisions of the Acts constitute a set of general restrictions on the disclosure of information obtained under the Acts in respect of particular businesses except when this is necessary for the purposes of the Act or for certain other prescribed purposes. Criminal prosecution is possible where unauthorised disclosure takes place. Most of the documents handled by the CMA fall within the scope of these statutory restrictions on disclosure and as 'sensitive documents' require the protection of effective security control and of strict observance of security rules. Contractors shall be expected to follow the CMA's security rules and these shall be discussed fully with them prior to commencement of the service.
3. Part V of the Criminal Justice Act 1993 also applies to information obtained in the course of CMA inquiries. It is a criminal offence under that legislation for members of a Contractor's staff to deal, or to encourage others to deal, in securities about which they hold inside information (i.e. unpublished price sensitive information relating to particular securities), obtained by virtue of their work for the CMA, or to disclose such information otherwise than in the proper performance of their work.
4. Contractors shall be responsible for ensuring that all staff employed in connection with any aspect of the service do not use or divulge any information obtained in, or as a result of, their work for the Competition and Markets Authority, except in the course of duty. The requirement not to divulge information includes not divulging information to other members of the Contractors' staff. Contractors shall also be responsible for ensuring that members of their staff are aware of and abide by the confidentiality provisions of the Acts and sign a witnessed declaration of the form set out on the following page. This requirement shall include all support staff who may be involved in system administration or other duties which require them to be given access to any part of the Competition and Markets Authority network. A copy of each of these signed declarations shall be sent to the Contract Manager.

This section is agreed to in the acknowledgement section of this document

Minimum Pass Mark:

For Information only

STAGE 1: Section 7 – Confidentiality Undertaking:

CONFIDENTIALITY UNDERTAKING, THE COMPETITION AND MARKETS AUTHORITY

I understand that in any work for 'the CMA' which I perform I shall be in possession of information which is held in confidence and which must not be disclosed without lawful authority. I am aware that the legislation referred to below provides for criminal prosecution where unauthorised disclosure takes place, and that on conviction a person may be fined or imprisoned. I am also aware that, in law, I owe duties of confidentiality to the CMA.

I accept that I must not communicate, orally or in writing, any information gained by me as a result of my work for the CMA to any person other than a person to whom it is my duty to communicate it without the consent of the Chief Executive of the CMA (or an authorised member of her staff). In the case of information with respect to any particular trade or business, I accept that the consent of the person carrying on that trade or business is required also. I accept that articles of any description prepared for publication or discussion in any written form or for broadcasting are covered by these conditions.

I also acknowledge that Part 9 of the Enterprise Act 2002 and Part V of the Criminal Justice Act 1993 apply to me and that it is a criminal offence to (1) use or disclose information in contravention of Part 9 of the Enterprise Act 2002 as they apply to me and (2) deal, or to procure others to deal, in securities about which I hold unpublished price sensitive information when engaged in work for or on behalf of the CMA.

This section is agreed to in the acknowledgement section of this document

Minimum Pass Mark:	Completion
Fail	Information supplied is missing or incomplete
Pass	Information supplied is complete

While the Contractor is working at the CMA's offices, the people detailed in the acknowledgement section / disclaimer at the end of this document are to be contacted in case of an emergency:

STAGE 1: Section 8 – Conflicts of interest:

Conflicts of Interest in Relation to Contractors and Contractors' Staff

Summary

1. Contractors and their staff must disclose any interests which might give rise to a conflict or potential conflict to the CMA before entering into a contract with the CMA. The CMA will consider whether the potential conflict causes concern and what action (if any) should be taken. It may be necessary to require the disposal of an interest in order for the CMA to be able to enter into a contract.

Detail

2. When a Contractor is approached with a view to entering into a contract or call-off with the CMA, the Contractor must disclose to the CMA any potential conflict of interest of which it is aware, or becomes aware, affecting any of the following:
 - a) the Contractor, their spouse, or partner (other than a spouse) and dependents;
 - b) all personnel of the Contractor whose involvement on a contract with the CMA is not purely mechanical or clerical; and
 - c) all directors, partners and other senior personnel of a Contractor with equivalent responsibilities even though they are not involved in a contract with the CMA.
3. If the Contractor has any doubts as to whether or not there exists an interest which may give rise to a conflict, these doubts must also be disclosed.
4. In this annex the following terms have the meanings set out below:
 - a) "relevant individuals" means persons within sub-paragraphs 2 (a) to (c) above, together with their spouses, partners (other than a spouse) and dependents;
 - b) "the reference companies" means any company (incorporated or unincorporated), partnership, business or individual that is the subject of the reference relating to the Contract or Call-off to be awarded to the Contractor;
 - c) "the relevant companies" means any company (incorporated or unincorporated), partnership, business or individual who is a competitor, customer or supplier of any reference companies.
 - d) "shareholding" includes:
 - (i) shares, whether bearing a right to vote or not;
 - (ii) stock or debentures; and
 - (iii) options and similar rights;
 - (iv) in each case whatever the value of the holding and whether held as trustee or beneficially, (for example under a family trust or a Personal Equity Plan). Holdings in unit trusts, investment trusts, unit linked policies or similar arrangements under which the investor has interests in a large number of enterprises would not normally give rise to a potential conflict of interest, unless any company involved in the arrangements were itself affected by the inquiry. However, if the trust or arrangement specialises in investing in a particular industry which is affected by the reference or if the investor believes that there is a real possibility of the value of the investment being affected by the outcome of the reference, the interest should be disclosed to the CMA.
5. The requirement under paragraph 3 to disclose any potential conflict of interest includes a requirement to disclose any relationship which may give an appearance of bias on the part of the Contractor or its staff including but not limited to:
 - a. the Contractor's present or past contractual relationship with any of the reference companies;
 - b. the Contractor's present or past contractual relationship with any of the relevant companies;
 - c. the Contractor's or relevant individuals' shareholding or partnership in, ownership (whether full or partial) or directorship of, or employment by:
 - (i) the reference companies;
 - (ii) the relevant companies; and
 - (iii) any enterprise the value of whose shares may be affected by the outcome of the reference (e.g. an enterprise in the same industry).
 - d. the Contractor's present or past contractual relationship with, or the Contractor's, or relevant individuals', employment by the relevant regulator (if applicable in relation to the reference);

- e. the management of the investment of a shareholding or other interest of a person for which the Contractor, or any relevant individual, is responsible; and
 - f. a recent personal or family involvement with the reference companies or the relevant companies e.g. a substantial shareholding or other interest which has recently been disposed of.
6. Share accounts with a building society would not need to be disclosed except, for example, where they entitled the holder to a "perk" in the event of a merger. Similarly, bank accounts would not normally need to be disclosed in a reference involving the bank, though they should be disclosed where a person wishes to obtain or renegotiate a loan or overdraft.
 7. A potential conflict of interest may arise in other circumstances, such as where there is a business relationship with an enterprise affected by the reference or any other close relationship with a person whose affairs may be affected by the reference. **In case of doubt the Contractor or relevant individual should disclose the interest.**
 8. An interest as a consumer would not need to be disclosed, in normal circumstances, where the value of the goods or services obtained is small or most individuals are consumers (e.g. in the case of a market investigation into the supply of milk, salt or bread). If however the interest is that of a minority class of consumer there might be a conflict. This might be the case if, for example, an individual, his or her spouse, or child, were a coeliac and as such required gluten free products which were produced by companies involved in a merger reference.
 9. The Contractor should check and relevant individuals as defined in paragraph 4 above should be required by the Contractor to check (if they are not already confident of the facts) their own shareholdings and shareholdings held on their behalf. They should also check, information which has been provided to them, e.g. as trustees or a holder of a specialised unit trust and whether they are aware in general terms of any conflict of interest.
 10. The CMA will decide whether anything which has been disclosed as a potential conflict of interest constitutes an actual conflict in the particular circumstances. In some circumstances it may suffice for an interest which does give rise to a conflict to be disposed of in the period between public announcement of the reference and distribution of relevant papers, (subject to the approval of the CMA). In some circumstances it may be sufficient simply to inform the parties involved in the inquiry or likely to be involved of the interest (be it a shareholding or other interest).

CONFLICTS OF INTEREST STATEMENT

THE COMPETITION AND MARKETS AUTHORITY

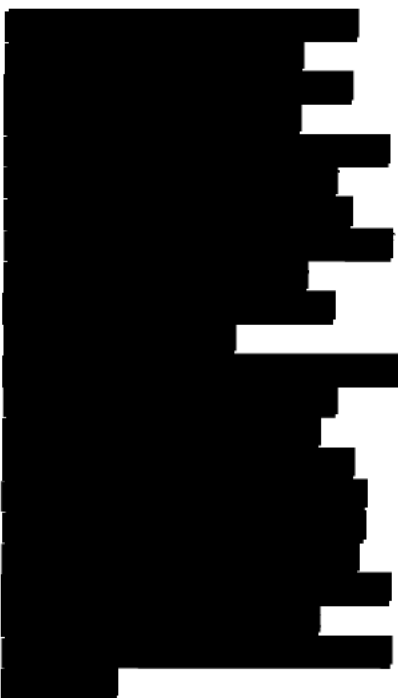
1. It shall be our responsibility to ensure that no conflict of interest arises which might be said to prejudice our independence and objectivity in performing the contract. This responsibility includes all of our senior staff (e.g. directors, and partners) or our personnel whose involvement on the contract with the CMA is not purely mechanical or clerical. If we are at any time in doubt about whether any conflict of interest may exist or arise, we shall notify the CMA forthwith and comply with any directions given with a view to avoiding the conflict.
2. During the period of the contract, and for an **agreed period** after it ends, we would, **except with the prior written consent of the Contract Manager**, be debarred from working for, or having any other interest in, any of the main parties to the inquiry (which is the subject of the Contract) or any of their competitors in the relevant industry. This requirement is made to avoid conflicts of interest.
3. The acceptance of these terms and conditions shall be taken as confirming agreement on all of the above points.

Minimum Pass Mark:	Completion
Fail	Information supplied is missing or incomplete
Pass	Information supplied is complete

STAGE 1: Section 9 – Data Handling Assessment:

Data Handling Assessment		
Requirement:	CMA requires all Tenderers to complete the below Data Handling Assessment as part of their offer	
	Question Guidance	
	Question 1: In answering this question, Tenderers should: Provide a response of 'No' to confirm Compliance with the CMA's requirement or 'Yes', to confirm non-compliance. If the Tenderer confirms a response of 'Yes', the tenderer is also required to advise which country.	
	Question 2: In answering this question, tenderers should: Provide a response of 'No' to confirm Compliance with the CMA's requirement or 'Yes', to confirm non-compliance. If the Tenderer confirms a response of 'Yes', the tenderer is also required to advise which country.	
	Question 3: In answering this question, tenderers should: If applicable, provide a response of 'Yes' and provided a draft IDTA and we agree to conclude this with the CMA or 'No', we have not provided a draft and shall not accept IDTA or N/A if the question doesn't apply.	
	<i>Tenderers who intend to process the CMA's data outside of the UK in performance of this contract, which cannot accept the relevant Standard Contractual Clauses (SCC) where still applicable or International Data Transfer Agreement, may fail.</i>	
	Question 4: In answering this question, tenderers should: Provide details of any technical and organisational measures implemented.	
	Question 5: In answering this question, tenderers should: Provide a list of any documented policies and processes your company has in place.	
	Question 6: In answering this question, tenderers should: Provide all geographical locations which your company will be providing all or part of the contracted services to the CMA.	
Minimum Pass Mark:	Completion	
Fall	Information supplied is missing, incomplete or unqualified	
Pass	Information supplied is complete and qualified	
YOUR RESPONSE		
No.	Question/Requirement	Response
1.	Please confirm whether your company will process/transfer any of the Authority data outside of the UK.	No
1.a	<i>In case of question 1 above your response is "Yes", in which countries will your company process/transfer the Authority's data?</i>	
2.	Please confirm whether your company's sub contractors/sub processors will process/transfer any of the Authority data outside the UK	No

2.a	<i>In case of question 2 above your response is "Yes", in which countries will your sub-contactors/processors process/transfer the Authority's data?</i>	
3	If you have advised of a country outside of the United Kingdom, you will be required to provide a draft of the International Data Transfer Agreement (IDTA) as issued by ICO, and to conclude this agreement with the CMA.	No
4	Provide full details of any technical and organisational measures implemented to protect Personal Data in compliance with the data security requirements of the data protection legislation.	[REDACTED] [REDACTED] [REDACTED]

		
		
		
5	List any documented policies and processes your company has in place to support their data protection obligations e.g. Breach Management & Notification, Data Subject Rights etc.	
6	Clearly specify all geographical locations from which your company will be providing all or part of the contracted services to the CMA. This includes any	UK.

cloud based hosting, third party SaaS services, customer support services, third party contractors or agencies processing on behalf of the Tenderers and geographical location of permanent and/or temporary staff involved in providing services to the CMA.	
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STAGE 1: Section 10 - Insurance

Insurance

Response Guidance

For question 1

Please respond to question 1 to confirm whether you are or are not in compliance with the CMA's requirement for Professional Indemnity Insurance cover.

For question 2,

If you offering services through your own Personal Service Company or another type of intermediary, please select N/A,

YOUR RESPONSE

No.	Question/Requirement	
1.	You are required to hold Professional Indemnity Insurance with £10,000,000 of cover. Please certify whether you already have, or will commit to obtain, prior to the commencement of the contract, the levels of insurance cover required below: Professional Indemnity Insurance = £10,000,000 cover	Yes
2.	It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £10,000,00 million as a minimum. Please note this requirement is not applicable to Sole Traders. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf.	Yes
3	You are required to hold public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£10,000,000); Please certify whether you already have, or will commit to obtain, prior to the commencement of the contract, the levels of insurance cover required below: Public Liability Insurance = £10,000,000	Yes
Minimum Pass Mark:		Completion
Fail (Question 1)		A response of 'No', is entered or the response is missing or incomplete.
Fail (Question 2)		Applicable Companies enter a response of 'No'. Or Information supplied is missing or incomplete.
Pass (Question 1)		A response of 'Yes', is entered
Pass (Question 2)		A response of 'N/A', is entered for tenderers trading as Sole Traders. Or Applicable Companies enter a response of 'Yes'.

Section 11 - Acknowledgment of CMA requirements

Please confirm you have read, understood, and completed all sections above. All Contractors must confirm they agree and will comply to the statements in each of the respective sections below.

Section	Confirmation you agree to the statements in the Section - Yes / No
Section 1: General Compliance	Yes
Section 2: Supplier Information	Yes
Section 3: Forms of Agreement	Yes
Section 4: Information Security	Yes
Section 5: Supplementary Terms and Conditions of Contract	Yes
Section 6: Confidentiality and Security Requirements	Yes
Section 7: Confidentiality Undertaking	Yes
Section 8: Conflicts of interest	Yes
Section 9: Data Handling Assessment	Yes
Section 10: Insurance	Yes

- I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.
- I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.
- I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this Procurement.
- I understand that the Authority may reject this Tender in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.
- I am aware of the consequences of serious misrepresentation
- We agree to comply with all the requirements detailed in the sections above

Company Name	BURGER SMITH LLP
Job Title	PARTNER
Contact Number	0117 902 6681
Duly authorised to sign Tenders on behalf of	BURGER SMITH LLP
Name	[Redacted]
Signature	[Redacted]
Witness	[Redacted]
Your Offer ref	[Redacted]

Date	16 September 2025
Date	18 September 2025

While the Contractor is working at the CMA's offices, the people detailed in the disclaimer are to be contacted in case of an emergency:

Name	
Email	
Number	