



Department for
Business, Energy
& Industrial Strategy

GREEN DISTILLERIES COMPETITION: PHASE 2

An SBRI Competition: 4927/03/2021

Competition Guidance Notes



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BEIS GREEN DISTILLERIES: PHASE 2 TRN 4927/03/2021 - Competition Rules and Guidance

1. Green Distilleries Competition – Overview

In the 2020 Budget £10 million was allocated to R&D to help decarbonise UK distilleries, including the whisky sector.¹ This funding lines up with the BEIS current Energy Innovation Portfolio (EIP) and future Net Zero Innovation Portfolio (NZIP) funding to deliver on the government commitment to accelerate the commercialisation of innovative cheap, clean and reliable energy technologies, enabling the UK to meet its net-zero commitment.

The Green Distilleries Competition is to support the development of **innovative** fuel switching or fuel-switch enabling technologies that are directly transferable to the distilleries sector (from malting to maturation). It is to support the development of technologies that are not yet commercial rather than supporting ongoing decarbonisation across the distilleries sector. Therefore, the technologies to be developed must be at a technology readiness level (TRL) between 4 and 7 at the start of the project. Level 4 is laboratory testing/validation of component(s)/process(es) and level 7 is where an integrated pilot system has been demonstrated (see Appendix 1 for all TRL definitions). The ultimate objective is to trial the technologies at pilot scale.

The aim of the Green Distilleries competition is to identify, support and then develop credible innovative fuel switching technologies/enabling technologies bringing about a step change in their development. The guidance and the competition notes for the Green Distilleries Phase 2 competition is provided within this document. The competition will be split up into two phases with Phase 1 focusing on an initial feasibility study, followed by Phase 2 which will support a pilot demonstration.² Only those applicants who are successful in Phase 1 and have completed their feasibility study may enter into Phase 2.

Green Distilleries Phases

Phase 1 – Feasibility

The purpose of the feasibility study is to develop the fuel switching technology/enabling technology concept to further understand the performance of the technology, the market potential, and develop a costed pilot trial. Currently, there are 17 Green Distilleries Feasibility studies underway due to finish by the 31st of March 2021. These projects are assessing the feasibility of a number of different technologies including geothermal energy, hydrogen boilers,

¹ the largest distillery sector in terms of energy use is the petrochemical sector, however it is assumed that they are out of scope for this fund

² The pilot demonstrator is to prove the viability of the proposed fuel switching solution for the distillery sector. It is not a requirement for the pilot to be carried out at a distillery.

electrolysers, biofuels and high-temperature heat pumps to help decarbonise the distilleries sector. The knowledge gained from these feasibility studies may be transferable to other industrial sectors providing key knowledge that may support the decarbonisation of other industrial sectors. 12 of these projects are based in Scotland and 5 are based in England. This is a closed competition and therefore only those 17 projects that have been successful for Phase 1 are able to apply for funding for Phase 2, where successful winners for Phase 2 can continue their work and complete a demonstration study on their proposed technology.

Phase 2 - Demonstration

The demonstration study should pilot the entire process, key components, or further develop the design of new solutions to enable switching industrial processes to low carbon solutions that are directly transferable to the distillery sector. Applicants for Phase 2 must be successful for Phase 1 and have completed their feasibility study to be eligible for Phase 2.

Phase 2 will have the same Lots as Phase 1, where Lot 1 will focus on fuel switching of the process and onsite power production and Lot 2 will focus on innovation around fuel switching enabling technologies such as fuel conversion, transport and storage. £5.99m will be allocated to Lot 1 and £3m will be allocated to Lot 2. The bids will be assessed using the evaluation criterion provided in Section 7. Assessment Process and Criteria). If enough suitable bids are not received in one Lot, the funding will be transferred to the other Lot. The maximum funding available per project in Phase 2 is £3m. Project teams are likely to include the industry or industrial site and the technology supplier(s) who can implement the development. Projects for Phase 2 must be completed by 15th March 2023.

2. Competition Context and Objectives

2.1 Context

To meet net-zero all industries are required to decarbonise as far as possible, this is a major challenge and will in part be addressed by the Industrial Decarbonisation Strategy and Business Models for CCUS and Hydrogen currently being produced. The Net Zero report published by the Committee on Climate Change (CCC) has suggested that industry is likely to be required to reduce emissions by around 90% (from 2017 emissions) to 10 MtCO₂e/y by 2050.

It is estimated that there are over 300 distilleries across the UK. The distillery sector is estimated to have a GVA of £8.25bn with Scotch whisky providing £5.5bn with £4.7bn through exports, making up 20% of all UK food and drink exports.

For the purposes of this guidance document, the distillation industry is not limited to the distillation process, there are multiple steps required in the production process from maltings through to maturation.

The most energy intensive part of the distillation industry is the 122 whisky distilleries (around 7x more energy intensive than gin distilleries) which directly produced around 530,000 tCO₂e/y in 2018.³

This Competition aims to kick-start the development of decarbonisation technologies across the distillation industry, bringing down the costs and risks whilst improving knowledge of the options across the industry. A coordinated and concerted effort between Government and Industry could enable the widespread use of low carbon fuels across the industry. This lines up with one of the goals of the Government's Industrial Strategy which states:

"... long term goals are to make clean technologies more competitive than high carbon alternatives, and for UK businesses to take the lead in supplying them to global markets."

For industry to deploy the required decarbonisation technologies further policy incentives are likely to be required. Successful development through this Competition would bring down the cost of those policies. Therefore, it is also important that this Competition provides policy teams with the information against which key policy decisions can be made.

1.1 Competition Objectives

The objective for this proposed Competition is to identify, support and then develop credible fuel switching technologies/enabling technologies that can bring about a step change in their development. This will achieve the following aims:

1. Further understanding of technical feasibility of fuel switching/ enabling technologies
2. Successfully demonstrate fuel switching/enabling technologies
3. Develop industry and market awareness of fuel switching/enabling technologies
4. Build an evidence base to improve BEIS knowledge for industrial decarbonisation

1.2 Project Scope

The Competition will be delivered over two phases; Phase 1 will support multiple projects to scope and develop a feasible pilot demonstration project to be run in Phase 2; Phase 2 takes the most promising projects from Phase 1 and supports the proposed demonstration of their Green Distilleries solution. The phases will be split into two lots; Lot 1 will focus on fuel switching of the process and onsite power production, Lot 2 will focus on innovation around fuel switching enabling technologies such as fuel conversion, transport and storage.

The range of technologies considered for innovation funding should be directly transferable to the distilleries sector (from maltings through to maturation) and includes but is not limited to:

Electrification - Novel high temperature heat pumps.

³ <https://www.scotch-whisky.org.uk/media/1731/swa-net-zero-report-2020-exec-summary.pdf>

Hydrogen - Both a blend and pure hydrogen are being considered, hydrogen burners for both directly fired distillation and for steam generation.

Biomass and waste - Conversion and use of a range of biomass/waste products produced from the distillation sectors production process.

Power generation – Utilisation of waste products (oils and biomass) for power generation, hydrogen fuel cells (with a focus on production of both electricity and heat) and integration of local renewables.

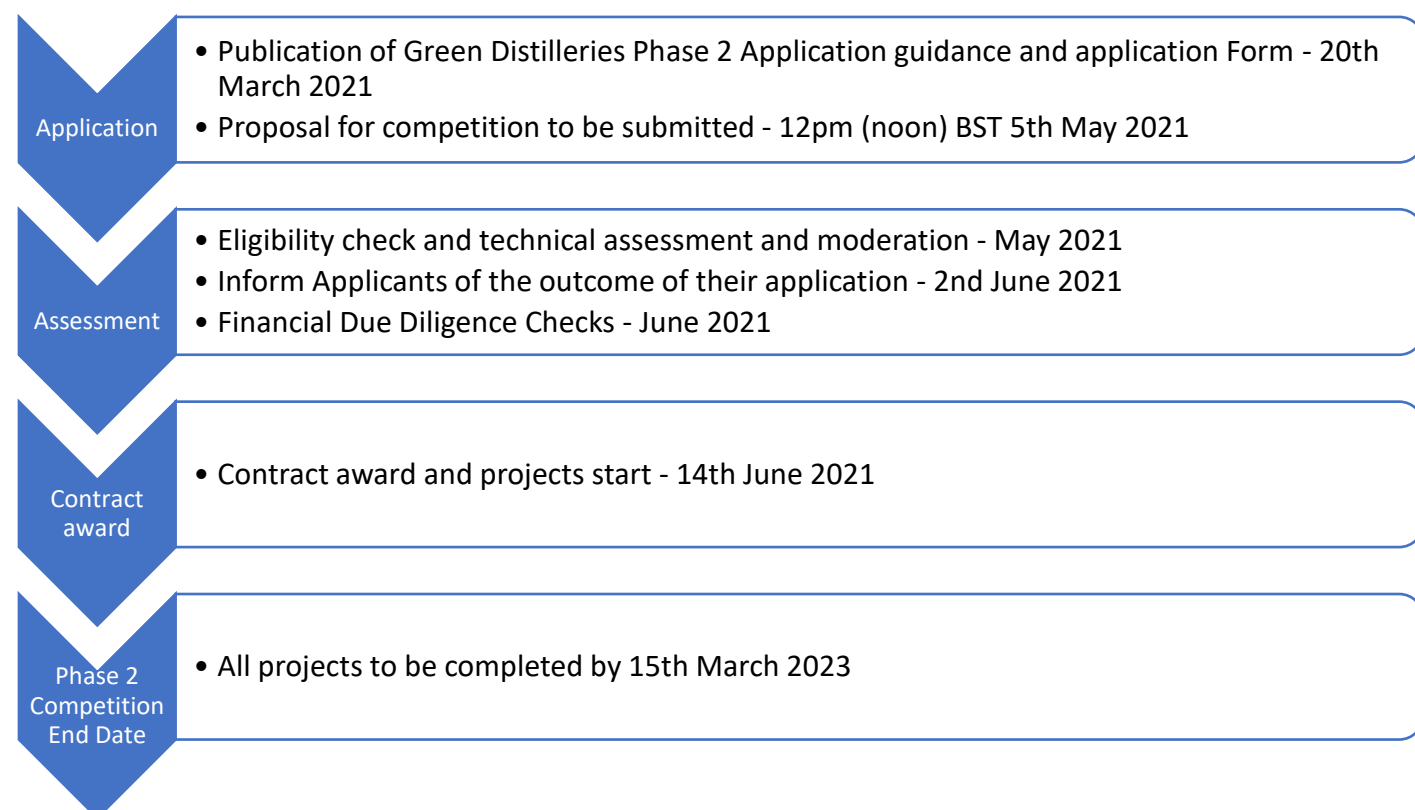
Fuel Transportation and Storage – Liquid organic hydrogen carriers, hydrates and ammonia.

Biomethane/Synthetic Methane – Only eligible for Lot 2

(for exclusions to the above, please see Section 4: Eligibility for Funding)

3. Application Form and Application Process

The Competition funding will be awarded using the Small Business Research Initiative (SBRI) approach. SBRI is a well-established pre-commercial procurement process that enables the development of innovative products and services in response to specific challenges faced by government departments and public-sector bodies. Successful business partners receive finance to develop their innovative ideas, generating new business opportunities and routes to market. An SBRI will fund 100% of eligible costs up to the maximum of £3m per project for Phase 2.



Stage 1: Application

Bidders are asked to submit a competition application form, with supporting information by **12pm noon BST, 5th May 2021**. The notes below explain the details of the application process:

- **Questions about the Competition:** If you have any questions on the competition process after reading these guidance notes, please submit them to industry.innovation@beis.gov.uk. All questions should be submitted **by 12pm noon BST, 2nd April 2021**. Questions submitted after this date may not be answered. We will reply to any queries which, in our judgement, are of material significance through an anonymised Q&A sheet which will be published on the Green Distilleries webpage by 5pm BST 9th April 2021.
- All applicants should take these replies into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.
- **Submission of Application:** The full application for the competition must be submitted online by the deadline: **12pm noon BST, 5th May 2021**. The online application form will be closed for submissions after this time.
- *Applications documents:* All application documents must be submitted via the **online application form**. Please ensure you provide sufficient time to complete the online application form ahead of the application submission deadline. Applicants will be able to save their form and continue from their last saved location. In the form there are opportunities to upload relevant supporting documents. In some sections we specify the supporting information we would like to see uploaded.
- *Submission Content:* Each online application must include the following documents:
 - Completed Application Form (the online application form can be found [here](https://www.smartsurvey.co.uk/s/GreenDistilleriesPh2/) (<https://www.smartsurvey.co.uk/s/GreenDistilleriesPh2/>)).
 - Completed Project Cost Breakdown Form (this should be uploaded in the Finance Section of the assessed criteria in the application form).
 - Completed high level project Gantt chart or project plan for the project proposed to be uploaded in the Project Plan and Phase 2 Deliverable section of the assessed criteria in the application form.
 - Completed risk register for the project proposed to be uploaded in the Project Risks section of the assessed criteria in the application form.
 - Optional: additional letters of support or other supporting information can also be submitted in the final section before you submit your online application form. Supporting documents should provide substantive information to the proposal. However, you should not assume that any additional information will be cross-referenced or reviewed as part of the selection process.
- You should endeavour to answer all the questions on the application in full, some questions will be 'required fields' in the form and you will not be able to proceed to the next section until these questions are complete. Incomplete applications and any

containing incorrect information may be rejected. However, BEIS may, at its discretion, request clarification before making a final decision. Any applications or supporting documentation received after the application deadline will not be considered.

- **Submission Costs:** You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your bid, whether or not your proposal is successful.
- **Consortium Bids:** Bids from consortia are welcome. **Only one submission should be submitted for each separate project bid**, but all consortium partners are required to sign the completed application form for their project(s) (see Appendix 3, Declaration 2 of the application form).

If a consortium is not proposing to form a separate corporate entity, the project partners will need to complete a Consortium Agreement. Funding will not be provided by BEIS until a signed consortium agreement has been finalised between all its members. Please note that BEIS reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

BEIS recognises that arrangements in relation to consortia and sub-contractors may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged and are reminded that any future proposed changes in relation to consortia and sub-contractors must be submitted in writing to BEIS for approval.

- **Multiple Bids:** Lead organisations may only enter one bid into each lot as the project lead. Consortium members/Subcontractors may be part of multiple bids, however it is the duty of the lead organisation to manage any arrangements with regards to conflict of interests with sub-contractors/consortium members where those subcontractors/consortium members are part of other bids. Where consortium members are part of multiple bids, the lead organisation must provide assurance that the consortium member have sufficient resources to successfully deliver all work packages. The lead organisation must also ensure that funding is not double counted for the same piece of work.
- **Tender Validity:** Phase 2 proposals shall be valid for a minimum of 60 calendar days from the submission deadline (**12pm noon BST, 5th May 2021**).

Stage 2: Assessment

Applications will initially be assessed against the Eligibility Criteria in Section 4. **Applications which fail the Eligibility Criteria will not be assessed further, so it is essential to ensure that your project meets these criteria before you submit your application.**

The eligible projects will be further assessed against the assessment criteria described in Section 7 (Assessment Process and Criteria), by three reviewers, including external

reviewers⁴, these scores will then be moderated to determine an overall ranking list that will be used to allocate the funding for the Competition. To be eligible to receive funding, a project must also be allocated a minimum total score of 60% against these assessment criteria. The projects will be funded in ranked order until money for that Lot runs out or all successful bids have been funded (whichever happens first).

After the assessment stage, all applicants will receive a short summary of key feedback regarding their applications irrespective of whether they are successful or not. BEIS aims to have provided all feedback to applicants once all applications have been reviewed and assessed. Feedback will be given at the same time the successful/unsuccessful letters are sent to the applicants.

Stage 3: Contract Award

The proposed contract award timing is:

Phase 2 contracts are expected to be awarded on the **14th June 2021**.

Contract terms: For Phase 2, the contracts will be based on the BEIS pre-commercial procurement contract. The terms and conditions for the Phase 2 contract is provided in Appendix 4 of this guidance document. These terms and conditions are final and non-negotiable. The changes in the terms and conditions from Phase 1 include changes to Clause 18 (7) Indemnities and Insurance, Clause 31 Data Protection and Annex 1 - Processing, Personal Data and Data Subjects.

There will be an opportunity for successful applicants, prior to contracts being signed, to discuss the contract at a meeting with an official from BEIS who will explain the contractual terms and conditions and respond to any queries which the applicant may have at this stage.

However it is crucial that all applicants review the terms and conditions prior the submission of their Phase 2 application and ask any questions prior to submitting the application.

Consortium bids: with consortium bids the lead company (project co-ordinator) will be the recipient of the contract (the supplier) and will be responsible for managing payment to the other project partners. If a consortium is not proposing to form a separate corporate entity, the project partners will need to complete a Consortium Agreement. Funding will not be provided by BEIS until a signed consortium agreement has been finalised between all of its members. Consortium members/Subcontractors may be part of multiple bids, however it is the duty of the lead organisation to manage any arrangements with regards to conflicts of interest with sub-contractors/consortium members where those sub-contractors/consortium members are part of other bids. Where consortium members are part of multiple bids, the lead organisation must ensure that the consortium member have sufficient resources to successfully deliver multiple bids/work packages. The lead organisation must also ensure that funding is not double counted for the same piece of work.

⁴ All external reviewers have signed up to adhering to strict conflicts of interest terms.

4. Eligibility for Funding

4.1 Competition Eligibility Criteria

To be eligible for funding, proposed projects must meet all the following eligibility criteria:

1. **Projects must be led by the same company that led Phase 1.** The demonstration study must also take place in the UK.

Eligibility question: Is the project being led by the same company that led Phase 1, and that the demonstration study will take place in the UK? YES/NO

2. The technology must be directly transferable to the distillation sector, including from maltings through to maturation.

Eligibility question: is the technology transferable to the distillation sector (from malting to maturation)? YES/NO

3. **Innovation and technology readiness**

This Competition is to support the development of innovative fuel switching or fuel-switch enabling technologies that are directly transferable to the distilleries sector (from malting to maturation). It is to support the development of technologies that are not yet commercial from **Technology Readiness Levels (TRLs) 4 to 7 at the start of the projects**. (Further information on TRLs can be found in Appendix 1 of this guidance form).

Eligibility question: Will your technology/ system be at TRL 4 – 7 at the start of the project? YES/ NO

4. **Technology scope**

The focus of the Competition is to support the development of innovative fuel switching or fuel switch enabling technologies that are directly transferable to the distilleries sector (from malting to maturation).

Exclusions: Funding will not be provided for projects where the technology development focuses on:

- CCUS (Carbon Capture Utilisation and Storage)
- Energy efficiency (**apart from heat pumps which is in scope**)
- Switching of feedstocks, (except where feedstock provides chemical energy to drive the process)

**Eligibility question: Does your project exclude the technologies listed above?
YES/NO**

5. Project status

BEIS is unable to fund retrospective work on projects.

Eligibility question: Can you confirm that your application does not seek funding for retrospective work on this project? YES/ NO

6. Additionality

Projects can only be funded where evidence can be provided that innovation would not be taken forwards (or would be taken forwards at a much slower rate) without public sector funding.

Eligibility question: Can you confirm that this project would not be taken forward (or would progress at a much slower rate) without public sector funding? YES/ NO

7. Contract size

Contracts will be awarded in this Competition in two phases:

Phase 2 – Demonstration phase (SBRI): Split into Lot 1 (up to £5.99m) and lot 2 (up to £3m) with a total of £8.99m. The maximum funding available per project is £3m. If we don't receive sufficient bids (in number or in quality) to use the funding from one Lot we will reallocate funding to the other Lot if the bids in that Lot score the 60% pass mark or higher. All projects will be ranked against the assessment process and criteria (section 7). Demonstration studies must be complete by 12pm (noon) BST 15th March 2023.

Eligibility question: Can you confirm the funding requested from BEIS for your project cost for Phase 2 will be equal to or below £3m YES/NO

8. Eligible project costs

SBRI is aimed at organisations working on research and development (R&D) of an innovative process, material, device, product, or service prior to commercialisation. Funding is available for R&D activities only, including related dissemination activity. Projects requesting funding for commercialisation activities are not eligible.

The full list of eligible project costs is set out in Appendix 2 and outlined in Section 5 of this guidance document.

Eligibility question: can you confirm that requested funding is for eligible costs only? YES/ NO

9. Project end date

Phase 2 Demonstration Studies must be completed and approved by BEIS (projects need to allow for time for the BEIS monitoring officer to review the demonstration study final report and amend accordingly) by 12pm noon GMT 15th March 2023.

Eligibility question: Can you confirm that the project will meet the specified project end dates? YES/ NO

10. Risk-Benefit sharing

The sharing of *risks and benefits* is an important aspect to the SBRI approach. Projects receive financial support and retain any intellectual property generated, with certain rights of use retained by BEIS. Project outputs are also expected to be shared widely and publicly and project teams are not permitted to include profit in the eligible project costs.

Eligibility Question: Do you agree to this approach? YES/NO

11. Applicants and project team make-up

The Phase 2 Demonstration project is expected to be delivered by a project team or consortium. A single project application must be submitted by the lead project member (the project co-ordinator).

Members of the project team can be:

- Private sector companies: both SMEs and large enterprises can apply as sole applicants or as part of a consortium with other private sector companies, or in a consortium with academic, research or public sector organisations.
- Academic, research, public, third sector or community organisations must work as part of a project consortium with private sector organisations

The project team co-ordinator can be a private sector company, academic, research, public, third sector or community organisation as long as they have the necessary skills and capacity to effectively lead the proposed demonstration project and have a route to market.

Eligibility question: Can you confirm that your project team meets eligible organisation requirements? YES/NO

12. Planning, Regulatory and Environmental Permissions

Where planning, regulatory and environmental permits are required, the applicants must ensure that these permits will be in place to successfully complete the demonstration before the end of the Phase 2 Demonstration Study (12pm noon GMT 15th March 2023)

Eligibility question: can you confirm that the necessary permits required to successfully deliver the Green Distilleries Phase 2 project will be in place to successfully complete the demonstration before the end of the Phase 2 Demonstration Study (12pm noon GMT 15th March 2023)? YES/ NO

13. Delivering multiple projects

If project consortium member(s) are part of multiple successful bids they must be able to deliver on them and they must not have applied for funding for the same piece of work more than once.

13 (a) Eligibility question: If you or your consortium are part of multiple successful bids would you be able to successfully deliver all projects if necessary? YES/NO

13 (b) Eligibility question: If you or your consortium are part of multiple successful bids could you please confirm that you have not applied for funding for the same piece of work more than once? YES/NO

4.2 General BEIS procurement conditions

There are six declaration forms which must be completed by each applicant, covering issues such as: conflict of interest, non-collusion, bribery, corruption and fraud, GDPR assurance and overall agreement to the terms of this pre-commercial procurement process.

These declarations are provided and can be downloaded from the Green Distilleries website (<https://gov.uk/government/publications/green-distilleries-competition>) and must be signed and attached to the proposal by the applicant. They are also attached in Appendix 3 of this document for reference. The GDPR Assurance Questionnaire is embedded in this document and must be returned as part of the application.

Conflicts of interest: The BEIS standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined as the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortium or organisation designs working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation that owns a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure an impartial approach to the project is maintained.

This is managed in the procurement process as follows:

- During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.
- **Contractors are asked to sign and return Declaration 3** (this is contained in the Competition Application Form and is attached for reference in Appendix 3) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue. If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
- When tenders are scored, this declaration will be subject to a pass/fail score, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

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

5. Contract Size and Restrictions on Funding

5.1 Competition Budget and Availability

The total budget available for the Competition is up to £10m, although BEIS may allocate more or less than the total budget depending on the quality of the applications.

A total of £1.01m was allocated to Phase 1 funding 17 feasibility studies. 10 of these projects are Lot 1 projects (which will focus on fuel switching of the process and onsite power production), and the remaining 7 are Lot 2 projects (which will focus on innovation around fuel switching enabling technologies such as fuel conversion, transport and storage). The total funding for Phase 1 Lot 1 and Lot 2 projects was £600K and £401K respectively.

£8.99m has been allotted to Phase 2 demonstration projects. The maximum funding available per project is £3m. The phase will again be split into two lots; Lot 1 (up to £5.99m) will focus on fuel switching of the process and onsite power production, Lot 2 (up to £3m) will focus on innovation around fuel switching enabling technologies such as fuel conversion, transport and storage.

All project activities, including reporting and payments, need to be completed by the 15th March 2023. All costs should be provided excluding VAT, though where VAT applies, bidders should specify the amount. Your total costs excluding VAT should not exceed the maximum allowable budget per project. Any costs incurred by the project that is greater than the agreed total project costs will not be covered by BEIS.

Note: Nothing in this funding call requires BEIS to award any applicant a contract of any particular amount or on any particular terms. BEIS reserves the right not to award any contracts, in particular if BEIS is not satisfied by the proposals received or if the funding assigned to the scheme is required for other, unforeseen, purposes. BEIS will not, under any circumstances, make any contribution to the costs of preparing proposals and applicants accept the risk that they may not be awarded a contract.

5.2 Eligible Costs

Applicants are instructed that the project costs quoted must reflect actual costs at a 'fair market value' and for this Competition, **profit must not be included**.

In Phase 2, eligible costs are those directly associated with the development, implementation, monitoring, and decommissioning (if necessary – see separate note below) of the Green Distilleries demonstration projects.

Further details of eligible and ineligible costs are provided in Appendix 2. Applicants must complete the Competition Finance Form to provide the necessary cost information for the assessment process; further itemisation of costs and methods of calculation may be requested to support the application.

5.3 Decommissioning Costs

Where the Green Distilleries solution includes a physical asset, the chosen suppliers will have responsibility for decommissioning demonstration equipment when the project has been completed if it is not feasible to continue to operate/develop the equipment. When bidding, suppliers need to include any decommissioning costs, at fair market value, in the total estimated costs for the Phase 2 demonstration project.

6. Deliverables

It should be noted that SBRI contracts require that project outputs are shared publicly – therefore **non-commercial** information developed by this competition will need to be sharable.

Phase 2: Demonstration

The Phase 2 demonstration projects will be selected based on the online application form which draws from the feasibility studies submitted for Phase 1. Applicants for Phase 2 must apply for Phase 1 and have completed a Phase 1 feasibility study. No new applicants will be permitted for Phase 2.

Phase 2 will consider applications to pilot the entire process, key components, or to further develop the design of new solutions to enable switching industrial processes to low carbon solution that are directly transferable to the distillery sector. It is not necessary for applicants to Lot 2 to pilot multiple technologies to enable switching the entire Site. A pilot demonstration is not limited to a physical demonstration and may only be for part(s) of the process. This could include detailed process modelling or an engineering design. The demonstration does not have to take place at a distillery.

Successful applicants to Phase 2 will need to deliver:

- A demonstration project that will be able to demonstrate the use of lower carbon fuels/fuel switch enabling technologies.
- An evidence-based final project report for BEIS (and other government departments) detailing the design and development of the system, demonstration and trials results, key successes, lessons learned, and next steps.
- A version of the Phase 2 project report that can be published.
- A detailed assessment of the business plan for how the process will continue to be developed after the funding for the pilot ends.

Alongside the Phase 2 demonstration report, suppliers will need to deliver appropriate explanations of the analysis undertaken and the raw data used. The report will require a log of assumptions made when conducting the demonstration study, along with an assessment of the impact that gaps in the data may have on the viability of the Green Distilleries solution.

BEIS will appoint a monitoring officer⁵ to support the delivery of the demonstration study, and approve it for publication, projects will need to include sufficient time for the approval process to enable delivery of a final report by the 15th March 2023. Where certain information is not publishable for commercial reasons, this should be discussed with BEIS at the earliest opportunity once the contract has been awarded.

⁵ In some instances the monitoring services will be provided by an external organisation

BEIS requires the project teams to support the evaluation of their projects by providing data on key performance indicators annually through a survey for up to three years post-project; and take part in one round of interviews.

Applicants will retain ownership of the intellectual property generated during the project subject to certain requirements. See Appendix 4 - Contract Terms and Conditions of this application guidance form for further details. If there are aspects of the main report which are commercially confidential, then project teams will be required to provide a version of the Phase 2 demonstration study which can be published.

7. Assessment Process and Criteria

7.1 Assessment Process

All applications will be considered initially against all the competition eligibility criteria (described in section 4) and then against the assessment areas outlined below which are based on the Competition's objectives and the likelihood of effective project delivery.

The eligible projects will be assessed against the assessment criteria below to determine an overall ranking list which will be used to allocate the funding for the Competition. To be eligible to receive funding, a project must also be allocated a minimum total score of 60% against these assessment criteria. Projects in each Lot will be ranked with the highest scoring projects funded until funding runs out or until all successful bids are allocated a place, whichever comes first. If there are insufficient successful bids to use up all the funding in a particular lot, the excess funding will be transferred to the other lot

The application form and guidance notes are designed to inform you about the types of information you should provide to BEIS for your proposal to be assessed.

7.2 Assessment Criteria

The assessment criteria for the Green Distilleries Phase 2 competition is broken down into 4 separate criteria. Each criterion will be scored independently and will be given a scoring between 1-5. The scoring guidance is summarised in table 1 below.

Criterion 1	Description of novel technology, technical feasibility, replicability and performance of Green Distilleries solution.
Overall Weighting for Criterion 1	20% (split into sections 1a – 5% and 1b – 15%)
Overall Guidance for Criterion 1	This criterion will be used to assess the technical & regulatory feasibility, replicability and the performance of your proposed Green Distilleries solution.

	<p>Applicants to Phase 2 should have already determined in outline, via earlier feasibility work, that their Green Distilleries solution is technically feasible and meets, or has the potential to meet, the relevant industrial regulatory requirements, including health and safety and air quality. Applicants should outline how their Green Distilleries solution can be replicated across the distilleries sector.</p> <p>In their responses under this criterion, applicants are expected to justify that their project is sufficiently proven in terms of technical and regulatory feasibility to warrant moving on to the proposed demonstration pilot stage. In making these justifications, applicants should reference the outputs of their earlier feasibility work, identify where further development is needed to confirm feasibility and explain how the demonstration pilot will be designed and executed to provide these confirmations.</p>
Criterion 1a	Description of novel technology, technical feasibility and replicability of Green Distilleries solution
Weighting for 1a	5%
Guidance for 1a	<p>With reference to the Phase 1 Feasibility study, applicants are expected to:</p> <ul style="list-style-type: none"> • Describe the technology readiness level (TRL) at the start of the project, and at the end of the Phase 2 Project. • Describe why the Green Distilleries solution is novel and how it will support the decarbonisation of the distilleries sector. • Describe how the proposed Green Distilleries Solution can be replicated across the distilleries sector and the advantages of this solution over other state of the art technologies • Describe how the solution(s) work, including a description of your engineering design for the demonstration, and how it fits into distillery processes to enable decarbonisation of the sector. • Provide evidence to demonstrate that the proposed approach is technically feasible, providing justifications for all technical data provided. This should reference earlier feasibility work, including engineering designs, engineering calculations and the outputs of other feasibility research • Explain how the outputs of the feasibility work you have carried out to date have informed your engineering design. • Explain how your demonstration project will accelerate the development of fuel switching/fuel switch enabling technologies • Describe the potential challenges and barriers of the proposed solution and how they will be overcome/mitigated.

Criterion 1b	Performance of innovative Green Distilleries approach or technology
Weighting for 1b	15%
Guidance for 1b	<p>With reference to the Phase 1 Feasibility study, applicants are expected to:</p> <ul style="list-style-type: none"> • Identify and compare the performance of their solution with other state of the art technologies • Describe the technical and commercial advantages of your solution over other state of the art technologies • Describe the scalability of the solution and applicability/replicability across different distillery sites (is the technology transferable to other industrial sectors?) • Describe costs of the solution, providing a detailed analysis on the lifetime costs of your solution costs (including CAPEX and OPEX) comparing these costs to other state of the art technologies. • Describe how the solution will impact product quality, costs and output. • Identify any uncertainties associated with these cost estimates and how the design and execution of your demonstration study will address these uncertainties • Explain the impact the solution would have on a site in terms of health & safety, air quality, fuel delivery logistics and production disruption and how the applicant will ensure the necessary risk assessments and training will be carried out. (provide a qualitative and quantitative comparisons to these impacts relative to the current state of the art technologies) • Explain where planning permission/environmental permits are required, the applicant must justify and provide reasonings as to how these permits will be in place to successfully complete the demonstration before the end of the Phase 2 Demonstration Study (12pm noon GMT 15th March 2023)

Criterion 2	Long term development plan, carbon saving, dissemination and delivery of Social Value
Overall Weighting for Criterion 2	30% (split into sections 2a – 10%, 2b – 10% and 2c – 10%)
Overall Guidance for Criterion 2	This criterion will be used to assess the long term development plan, carbon saving, dissemination and delivery of Social Value throughout the duration and after completion of the Green Distilleries Phase 2 Demonstration project.

	<p>With reference to the Phase 1 Feasibility study and how the Phase 1 feasibility study has helped influence these plans, applicants are expected to:</p> <ul style="list-style-type: none"> • Describe long term plans for further development, commercialisation, exploitation post project and how this lines up with HMG's legal target to achieve Net Zero and key government policies and roadmaps such as the 10 Point Plan, 6th Carbon Budget, Energy White Paper and the Industrial Decarbonisation Strategy. • Appraise outstanding technical challenges, commercial benefits, and risks of the solution. • Present a plan for addressing the challenges and exploiting the benefits associated with the solution, such that the development plan moves the solution towards commercialisation. • Address the market potential/ replicability of the solution across the UK, the potential carbon savings, and how this can help with achieving Net Zero. • Describe how the funding will provide job creation opportunities beyond the Green Distilleries competition. • Describe how the lessons learnt from this study will be disseminated across the distillation industry, and beyond.
Criterion 2a	Long term development plan
Weighting for 2a	10%
Guidance for 2a	<p>With reference to the Phase 1 Feasibility study and how the Phase 1 feasibility study has helped influence these plans, applicants are expected to:</p> <ul style="list-style-type: none"> • Describe the long-term development plan for the technology, further development, commercialisation, and exploitation beyond the Green Distilleries competition (15th March 2023), including a credible route to market. • Describe long term plans for further development, commercialisation, exploitation post project and how this lines up with HMG's legal target to achieve Net Zero and key government policies and roadmaps such as the 10 Point Plan, 6th Carbon Budget, Energy White Paper and the Industrial Decarbonisation Strategy • Explain how the project/technology supports and enables goals set out in the 10 Point Plan, 6th Carbon Budget, Energy White Paper and the Industrial Decarbonisation Strategy. • Highlight the key barriers and challenges to achieving commercialisation, timescales, and estimated long term development costs, and how these will be addressed. • Describe the timescale and costs of your development plan

	<ul style="list-style-type: none"> Describe the market potential/replicability of the solution and how the solution could help achieve Net Zero
Criterion 2b	Carbon Saving and Wider Benefits
Weighting for 2b	10%
Guidance for 2b	<p>With reference to the Phase 1 Feasibility study where applicable, applicants are expected to describe the commitment your organisation will make to ensure that opportunities under the contract deliver Social Value Policy Outcomes, via the following:</p> <ul style="list-style-type: none"> Estimate the potential emissions savings from the solution and provide the basis behind the calculation for your site and if replicated across the distillery sector/other industrial sectors. Please provide further justification and reasonings behind calculations used to calculate carbon savings attached as an Annex as part of your application form. Describe how the emissions savings will contribute to the UK's Net Zero by 2050 target. Provide information about job creation and other benefits generated because of the Green Distilleries proposal, including those beyond the Green Distilleries competition. Describe how the project will benefit and impact the local environment and community beyond the Green Distilleries Competition Describe how the project supports the Government's plans of "Build back better" and "levelling up" of the economy
Criterion 2c	Dissemination
Weighting for 2c	10%
Guidance for 2c	<p>Applicants are expected to:</p> <ul style="list-style-type: none"> Identify the relevant stakeholders, including plant manufacturers and suppliers, end users, trade bodies and academia Provide a dissemination plan, including a timetable for any dissemination activities, describing how the learnings from the demonstration study will be shared with industry. The plan should include key stakeholders, lessons learnt, and any challenges faced during delivery. Describe how the outputs of the demonstration study will be disseminated beyond the end of the Green Distilleries Competition (15th March 2023)

Criterion 3	
Project financing	
Overall Weighting for Criterion 3	25% (Split into sections 3a – 10%, 3b – 15%)
Overall Guidance for Criterion 3	<p>This criterion will be used to assess the project financing and costs where applicants are required to provide a detailed breakdown of all project costs. Applicants are expected to reference their Phase 1 Feasibility study and how the study has firmed up costs for Phase 2. Applicants are required to provide reasoning and justification to all costs provided and how these costs represent good value for money for the project. In their response to this criterion, applicants should include contingency planning and provide certainty of availability and assurance of costs for materials, equipment and products that are required for the Green Distilleries Phase 2 Project.</p> <p>All instances of cost(s) in criterion 3 refer to the full project costs not the cost(s) charged to BEIS</p> <p>This criterion will be used to assess:</p> <ul style="list-style-type: none"> • Phase 2 demonstration study project costs, to ensure that all eligible costs represent a fair market value. • Robustness of the Phase 2 demonstration study project costs, i.e. whether the proposed eligible project costs are realistic and justified in terms of the proposed project plans, and sufficient to provide the deliverables sought. • The extent to which public funding will make a material difference to the actuality and the pace of moving the solution towards commercialisation <p>In recognition of the fact that the risks of the project development are shared with HM Government, but the applicant stands to gain all of the benefits occurring after completion of the project, the applicant is asked to explain where costs savings, from the point of view of HM Government, will be provided compared to the case where the project would be carried out under an exclusive development contract.</p>
Criterion 3a	Project costs
Weighting for 3a	10%
Guidance for 3a	<p>With reference to the Phase 1 Feasibility study and how the Phase 1 Feasibility study has helped firm up these costs, applicants are expected to:</p> <ul style="list-style-type: none"> • Fully fill in the Green Distilleries Phase 2 project finance form.

	<ul style="list-style-type: none"> Clearly demonstrate that the project can deliver a workable solution (including the use of modelling or demonstration). Provide clear reasonings to the overheads and eligible costs Provide reasonings and justifications behind cost estimates, including any contingency and assurance planning for costs (please attach any evidence in terms of letters of support, contracts, existing agreements along with your Phase 2 application). Provide a detailed description of major cost items greater than £10,000. Justify costs and provide certainty of availability and assurance of costs provided for materials, equipment and products that are required for the Green Distilleries Phase 2 Project. BEIS normally calculates overheads as a fixed percentage of all direct labour costs at 20%, but in exceptional circumstances the overhead rate could be higher, applicants will have to justify overheads above this percentage. This must be fully detailed in the application
Criterion 3b	Value for money to HM Government
Weighting for 3b	15%
Guidance for 3b	<p>Applicants are expected to:</p> <ul style="list-style-type: none"> Provide evidence for the additionality achieved with this funding. Demonstrate a fair balance of risk and benefits for BEIS, including no element of profit in the project costs. Describe why the proposal represents good value for money for HM Government, where costs are realistic and justified and are likely to secure the expected project aims and deliverables, including the selection and costing of suppliers and subcontractors. The answer should explain the following: <ul style="list-style-type: none"> a. How the availability of public funding makes a material difference to the actuality and pace of moving the solution towards commercialisation, and b. Qualify and quantify the savings that are being passed on to HM Government to reflect the asymmetric balance of risks and benefits accruing to the project consortium and HM Government. (please refer to Risk-Benefits sharing Section 4 (10) of this application guidance form). As part of the assessment process for Phase 2, project teams will be asked to clearly state, where cost savings are being provided compared to exclusive development contracts. These cost savings form part of the eligibility conditions for the Competition, i.e. projects

	that do not offer justified cost savings will not be eligible for Phase 2 funding.
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Criterion 4 Project delivery and teams	
Overall Weighting for Criterion 4	25% (Split into sections 4a – 10%, 4b – 10%, 4c – 5%)
Overall Guidance for Criterion 4	<p>This criterion will be used to assess the expected effectiveness and efficiency of delivery of the demonstration study; and will also consider the indicative plan, and the project team's potential capacity and capability to deliver a demonstration project in the time available. This will be assessed by looking at a range of factors, including:</p> <ul style="list-style-type: none"> • The capacity, experience, and capability of the project team. • The completeness and quality of the proposed project delivery plans for the proposed demonstration project. • Evidence that the project team will be structured and governed in a way that is appropriate for the demonstration project and equal to the challenges • The appropriateness and realism of the project milestones and deliverables, including those to develop the costs and delivery plan for Phase 2 • The project's access to the necessary skills, facilities, and materials. • The quality of risk assessment and contingency planning, including consideration of health and safety and other regulatory requirements. • Show the strong commitment of all participating organisations. • Are not heavily dependent for success on external factors beyond the project's direct control. <p>BEIS will discuss with the applicant and agree upon a number of stage gate reviews that can be carried out throughout the project life. These stage gates are to be identified by the project and agreed with BEIS during the inception meeting. We reserve the right to terminate the contract, at our discretion, if stage gates are not met. Further guidance will be provided within the contract.</p>
Criterion 4a	Project team and Organisation
Weighting for 4a	10%
Guidance for 4a	<p>Applicants are expected to:</p> <ul style="list-style-type: none"> • Identify the skills and competencies necessary for each task.

	<ul style="list-style-type: none"> • Provide an organogram mapping skills, competencies, roles, and responsibilities (including percentage of overall time that key members will be dedicating to the project). • Outline the key roles for each partner and the proposed governance arrangements between the partners to ensure effective project delivery. • List any external parties responsible for delivering goods or services worth more than 10% of the total project value and explain how they will ensure that these parts of the project do not give rise to delays in the delivery of the project. • Guarantee access to any necessary specialist facilities, operational knowledge and skills, or other resources required to execute the project. • Provide details of the relevant skills, qualifications, and experience of main project team members including descriptions and evidence of previous relevant work carried out. Include brief details of relevant previous projects, including the date, location, client and project size. • Provide brief CVs of lead individuals within the project team in an Appendix to the Application (CVs should be no longer than 2 pages each). • Have a strong delivery team with proven experience of successfully delivering comparable projects.
Criterion 4b	Project Plan and Phase 2 Deliverable
Weighting for 4b	10%
Guidance for 4b	<p>Applicants are expected to:</p> <ul style="list-style-type: none"> • Complete Table 4a (project work packages), outlining in detail the key work packages for Phase 2. • Complete Table 4b (project milestone and deliverables), outlining the project milestone and associated deliverables for Phase 2. • Present a well thought-out, robust, credible, project plans. • Provide a detailed plan to include any contingency planning for risks, costs, time and resources. • Provide a separate high-level Gantt chart or outline project plan listing the key tasks and timescales. • Provide stage gate review points in the project life that captures key project milestones/risks
Criterion 4c	Project Risks
Weighting for 4c	5%

Guidance for 4c	<p>Applicants are expected to:</p> <ul style="list-style-type: none"> • Complete Table 4c (risks and risk management) outlining key project risk register for the Phase 2 Demonstration Studies, identifying key risks and providing suitable mitigation strategies. This should also include contingency planning. • Show a realistic and robust approach to risk management. • Justify and provide reasoning to the risks and mitigation actions identified
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Table 4a – Project Work Packages – Phase 2 Demonstration Study

Work package number	Work package name	Project partner lead for work package	Brief description of work package, including key tasks
WP1			
WP2			
WP3			
Please add further rows as necessary for each work package			

Table 4b – Project Milestones – Phase 2 Demonstration Study

Milestone number	Milestone name	Project partner lead for milestone delivery	Brief description of milestone	List deliverables
M1				
M2				
M3				
Please add further rows as necessary for each milestone				

Table 4c – Risks and Risk Management – Phase 2 Demonstration Study

(Bidders can provide their own Risk Table as a separate Annex if preferred)

Risk Type (i.e. is it in nature: technical, legislative/regulatory, environmental, policy, economic, commercial, financial or project management)	Risk Description (Describe the risk)	Cause of Risk (Describe the conditions under which the risk arises)	Risk Owner (who has the power to manage the risk and therefore takes responsibility for it)	Probability (1-5)	Impact (1-5)	Overall risk rating: (Probability x Impact)	Mitigation Action (Describe what can be done to reduce the probability or severity of the risk)	Revised Probability (1-5)	Revised Impact (1-5)

7.3 Scoring Guidance

We will select projects that offer the best value for money overall based on their assessment against the criteria outlined in section 7.2. The projects will be scored against the five assessment criteria set out below in Table 7a. Projects must score a minimum of 60% (based on total score) to be eligible for funding.

Table 7a: Scoring Guidance

Score	Description
1	Not Satisfactory: There is no evidence to very little evidence that the question has been satisfactorily answered and major omissions are evident.
2	Partially Satisfactory: There is little evidence that the question has been satisfactorily answered and some omissions are evident. Much more clarification is needed.
3	Satisfactory: There is reasonable evidence that the question has been satisfactorily addressed but some omissions are still evident and further clarification is needed.
4	Good: The question has been well addressed with a good evidence base, with only minor omissions or lack of clarity
5	Excellent: There is clear evidence that the question has been completely addressed in all aspects, with question answered clearly, concisely with a strong evidence base.

8. Financial Information

Applicants are requested to provide a fixed price quotation for the work. A detailed cost breakdown is required to enable assessment of value for money.

Financial information should include costs for Phase 2 of the project, detailing labour (including manpower rates), material and capital equipment costs, and any travel and subsistence requirements. Applicants are required to complete a detailed financial summary template (the finance form) as part of the application process.

Financial viability checks

BEIS will undertake financial viability checks on all successful applicants. These will include looking at the latest independently audited accounts filed on the Companies House database.

Where a business is not required to file accounts with Companies House, other financial information may be requested to enable an appropriate financial viability review to be undertaken. We will be looking for evidence of your ability to resource the cashflow for the project appropriately, so the information we request will be focused on understanding how your business operates in this respect.

Before your project starts, BEIS will ask for evidence that you have the funding mechanisms in place to manage your cash flow across the life of your project. This could include letters of credit or other such mechanisms.

BEIS will not make payments in advance of need and typically makes contract payments in arrears on satisfactory completion of agreed milestones and deliverables. BEIS understands, however, the difficulties which small businesses may face when financing this type of project. BEIS will explore cash flow issues with the applicant as part of developing the financial and milestone profile during the Contract Award process. BEIS will offer flexibility in terms of profiles and payments, within the confines of the requirements for use of public money within which it operates.

9. Notification and Publication of Results

Notification

Applicants will be informed by email whether their application has been successful, subject to compliance with the terms and conditions of the Conditional Contract Offer.

BEIS may wish to publicise the results of the scheme, which may involve engagement with the media. At the end of the application and assessment process, BEIS may issue a press release or publish a notice on its website. These public documents may, for example, outline the overall results of competitions and describe some of the projects to be funded.

Some organisations may want their activities to remain confidential and you will be given a chance to opt out of any involvement in media relations activity and further case study coverage of projects, should you see this as being necessary. However, the public description of the project you provide in your application will be made available in the public domain if your application is successful, and you are not able to opt out of the project description being published, as such, you must provide a short description (<300 words) of your proposed green distilleries solution. In addition, all funded projects must include reporting and dissemination milestones – agreed with BEIS – as part of their project deliverables. Information about all contracts awarded will also be published on Contracts Finder.

Any organisation that wishes to publicise its project, at any stage, must contact the Competition Project Manager or their Project Monitoring Officer at BEIS before doing so.

Publication of results

SBRI involves a high degree of risk–benefit sharing. In return for provision of funding and non-financial support during demonstration activities, BEIS expects to be able to use and share the results and outputs of the demonstration activities with other government departments.

BEIS also wishes to publicise details of the award recipients. Therefore, on or after issuing a SBRI contract, BEIS will publish the following information:

- Identity of the participant and its partners
- Project summary information including aims and expected outcomes of the project and technology area
- Total award value

Following completion of the funded projects, BEIS will publish on its website a summary of the funded activities and the outcomes achieved. This will include a final summary report from each project detailing technical approach, and key achievements. BEIS may also revisit projects at a later date and publish an evaluation report for the scheme as a whole.

BEIS, however, recognises the need to maintain confidentiality of commercially sensitive information. We will consult applicants regarding the nature of information to be published, to

protect commercially sensitive information. The notice of the award on Contracts Finder will also include the value of the contract.

10. Reporting, Knowledge Sharing, Evaluation and Intellectual Property Requirements

Reporting, Knowledge Sharing and Evaluation Requirements

There will be several requirements on contractors during the project, including after the final payment milestone:

- Reporting: to track project progress and ensure payments are made according to a schedule of milestones to be agreed with selected projects. This reporting will be in confidence to BEIS and its technical advisers and will not be published. Any changes to schedules or project plans will need to be discussed with BEIS and applicants should expect significant interaction with the team during the project.
- Evaluation of the scheme: Successful applicants will be expected to participate in an evaluation of the scheme during and after final contract payments, to assess the impact of the scheme, including value for money.
- Knowledge sharing: effective dissemination and knowledge sharing are key requirements in this Competition – and applicants will be assessed on the scope and scale of their proposed knowledge sharing activities.

Intellectual Property

The proposed arrangements for intellectual property rights and exploitation of IPR are set out in the contract terms and conditions for this competition, in Appendix 4.

Subject to the requirements of Conditions 27(3) and 28(5) of the standard terms and conditions (Appendix 4), applicants will retain ownership of the intellectual property generated from the project. Applicants are required to identify and record any such intellectual property and to protect patentable knowledge in accordance with Condition 28 of the standard terms and conditions. If within five years of its creation applicants have not commercially exploited intellectual property generated from the work, then in line with clause 28(5) of the standard terms and conditions, BEIS may request the Arising Intellectual Property be assigned to BEIS.

For further information please refer to clause 27 in the T&Cs.

Ownership of Demonstration Devices

Chosen suppliers will retain responsibility and ownership for the technologies and related equipment developed and used during the delivery of the contracts.

11.Feedback

A short summary of key feedback regarding the applications will be provided to all applicants. This feedback will be based on the comments of technical assessors and the Industry and CCUS programme board. No additional feedback will be provided and there will be no further discussion on the application.

The feedback from the assessors is intended to be constructive. Comments are not a checklist of points which must be answered or argued in a resubmitted application as the assessors/requirements may be different and it is your decision as to whether you act on the suggestions made.

12. Confidentiality and Freedom of Information

Where any request is made to BEIS under the Freedom of Information Act 2000 (“FOIA”) for the release of information relating to any project or applicant, which would otherwise be reasonably regarded as confidential information, BEIS will notify you of the request as soon as we become aware of it. An applicant must acknowledge that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that BEIS may nevertheless be obliged to disclose information which the applicant considers confidential.

As part of the application process all applicants are asked to submit a public description of the project. This should be a public facing form of words that adequately describes the project but that does not disclose any information that may impact on Intellectual Property (IP), is confidential or commercially sensitive. The titles of successful projects, names of organisations, amounts awarded and the description of the project may be published once the award is confirmed as final.

All assessors used during the assessment of applications will be subject to a confidentiality agreement.

13. Further Instructions to Bidders

The Department reserves the right to amend the enclosed Competition documents at any time prior to 5pm noon BST 9th April 2021. Any changes are most likely to include editorial errors. Any such amendment will be numbered, dated and issued on the website (<https://gov.uk/government/publications/green-distilleries-competition>) Where amendments are significant, the Department may, at its discretion, extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a proposal is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that proposal may be rejected. By issuing this Competition document, the Department is not bound in any way and does not have to accept the lowest, or any, proposal and reserves the right to accept a portion of any proposal unless the tenderer expressly stipulates otherwise.

Appendix 1 – Technology Readiness Levels (TRLs)

Technology readiness levels are an indication of the maturity stage of development of a technology on its way to being developed for an application or product. The table below defines TRLs 1 to 9.

TRL 1 – Basic Research	Scientific research begins to be translated into applied research and development.
TRL 2 – Applied Research	Basic physical principles are observed, practical applications of those characteristics can be 'invented' or identified. At this level, the application is still speculative: there is not experimental proof or detailed analysis to support the conjecture.
Applied research and development	
TRL 3 – Critical Function or Proof of Concept Established	Active research and development is initiated. This includes analytical and laboratory studies to physically validate analytical predictions of separate elements of the technology. Examples include components that are not yet integrated or representative.
TRL 4 – Laboratory Testing/Validation of Component(s)/Process(es)	Basic technological components are integrated to establish that the pieces will work together.
TRL 5 – Laboratory Testing of Integrated/Semi-Integrated System	The basic technological components are integrated with reasonably realistic supporting elements so it can be tested in a simulated environment.
Demonstration	
TRL 6 – Prototype System Verified	Representative model or prototype system is tested in a relevant environment.
TRL 7 – Integrated Pilot System Demonstrated	Prototype near or at planned operational system, requiring demonstration of an actual system prototype in an operational environment.
Pre-commercial deployment	
TRL 8 – System Incorporated in Commercial Design	Technology is proven to work - actual technology completed and qualified through test and demonstration.
TRL 9 – System Proven and Ready for Full Commercial Deployment	Actual application of technology is in its final form - technology proven through successful operations.

Appendix 2 - Eligible and Ineligible Costs

1. Eligible Costs

Directly incurred costs:

These are costs that are specific to the project that will be charged to the project as the amount spent, fully supported by an audit record justification of a claim for the period the demonstration study only. They comprise:

- Labour costs for all those contributing to the project, broken down by individual
- Material costs (including consumables specific to the project)
- Capital equipment costs
- Sub-contract costs
- Travel and subsistence
- Operating costs
- Decommissioning costs

Indirect costs:

Indirect costs should be charged in proportion to the amount of effort deployed on the project. Applicants should calculate them, using their own cost rates. They may include:

- General office and basic laboratory consumables
- Library services / learning resources
- Typing / secretarial
- Finance, personnel, public relations and departmental services
- Central and distributed computing
- Overheads

2. Ineligible Costs

Under no circumstances can costs for the following items be claimed:

- Commercialisation activities
- Profit (i.e. applicants should not include profit for themselves or the other project team members within indirect costs or include it as a separate project cost)
- Protection of IPR
- For activities of a political or exclusively religious nature
- In respect of costs reimbursed or to be reimbursed by funding from other public authorities or from the private sector

- In connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money)
- To cover interest payments (including service charge payments for finance leases)
- For the giving of gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual
- For entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations)
- To pay statutory fines, criminal fines or penalties
- In respect of VAT that you are able to claim from HM Revenue and Customs.

Appendix 3 – Declarations

Declaration 1: Statement of non-collusion

To: The Department for Business, Energy and Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
- c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....

Signature (duly authorised on behalf of the tenderer)

.....

Print name

.....

On behalf of (organisation name)

.....

Date

Declaration 2: Form of Tender

To: The Department for Business, Energy and Industrial Strategy

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

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

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

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

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

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

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

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

.....

Signature (duly authorised on behalf of the tenderer)

.....

Print name

.....

On behalf of (organisation name)

.....

Date

Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

- X
- X

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

- X
- X

Signed.....

Name

Position.....

Please complete this form and return this with your Green Distilleries Phase 2 documentation - Nil returns are required.

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

A professional or personal interest in the outcome of this research

- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)

- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

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

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

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

Declaration 4: Standard Selection Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion.⁶ If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

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

Note for Contracting Authorities: The following paragraph is optional for inclusion, authorities can delete it if they prefer to receive only Word/ PDF versions of the standard Selection Questionnaire. *[Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD](#) (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.]*

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences.

⁶ For the list of exclusion please see

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

You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Green Distilleries Competition: Phase 2 Demonstration Study

TRN to be issued.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. *All sub-contractors are required to complete Part 1 and Part 2.⁷*
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or

⁷ See PCR 2015 regulations 71 (8)-(9)

demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

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

Section 1 Potential supplier information		
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	

1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)? ⁸	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁹ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%,	

⁸ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁹ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

	<p>- 75% or more.¹⁰</p> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

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

¹⁰ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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

Section 1		Bidding model																																			
Question number	Question	Response																																			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																			
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)					
Name																																					
Registered address																																					
Trading status																																					
Company registration number																																					
Head Office DUNS number (if applicable)																																					

	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

Section 1 Contact details and declaration		
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	

1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

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

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

2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(b)	<p>If you have answered yes to question 2.3(a), please provide further details.</p> <p>Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	

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

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

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

	have a material influence on decisions concerning exclusion, selection or award.	
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3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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Part 3: Selection Questions¹¹

Section 4 Economic and Financial Standing		
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹¹ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be</p>	

	<p>provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>
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	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015		
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £x (as per T&Cs)</p> <p>Professional Indemnity Insurance = £x (if applicable)</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Skills and Apprentices ¹² – (please refer to supplier selection guidance)	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
b.	<p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹² [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](#)

	reducing the risks of supply constraints and increasing labour cost inflation?	
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>

8.3 Steel ¹³ – (please refer to supplier selection guidance)	
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.
c.	<p>Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:</p> <p>(i) Your company</p> <p>(ii) All your supply chain members involved in the production or supply of steel.</p>

¹³ [Procurement Policy Note 16/15– Procuring steel in major projects](#)

8.4	Suppliers' Past Performance ¹⁴ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹⁴ [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

Declaration 5: Code of Practice¹⁵

I confirm that I am aware of the requirements of the Department's Code of Practice¹⁶ for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings¹⁷:

- ☐ Responsibilities
- ☐ Competence
- ☐ Project planning
- ☐ Quality Control
- ☐ Handling of samples and materials
- ☐ Facilities and equipment
- ☐ Documentation of procedures and methods
- ☐ Research/work records

I understand that the Department has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by the Department.

(There is some flexibility in the application of the Code of Practice to specific research projects. Contractors are encouraged to discuss with the Department any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

Code of Practice for Research

Issued by the Department for Business, Energy and Industrial Strategy

The Department has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by The Department. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be

¹⁵ Please note that this declaration applies to individuals, single organisations and consortia.

¹⁶ The Code of Practice is attached to this Application Guidance Form

¹⁷ Please delete as appropriate

conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

PRINCIPLES BEHIND THE CODE OF PRACTICE

Contractors and consortia funded by the Department are expected to be committed to the quality of the research process in addition to quality of the evidence outputs

The Code of Practice has been created in order to assist contractors to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct.

Set out over 8 responsibilities the Code of Practice provides general principles and standards for good practice in research.

Most contractors will already have in place many of the measures set out in the

Code and its adoption should not require great effort.

COMPLIANCE WITH THE CODE OF PRACTICE

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Contractors are encouraged to discuss with the Department any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, The Department may conduct (or request from the Contractor as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE

Monitoring of compliance with the Code is necessary to ensure:

- Policies and managed processes exist to support compliance with the Code
- That these are being applied in practice.

In the short term, the Department can require contractors to conduct planned internal audits although the Department reserves the right to obtain evidence that a funded project is carried out to the required standard. The Department may also conduct an audit of a Contractor's research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE

1. Responsibilities

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any subcontractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

2. Competence

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

3. Project planning

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with the Department, taking account of the requirements of ethical committees¹⁸ or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by the Department if applicable.

4. Quality Control

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff. Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by the Department, and subject to senior approval in the Department, where appropriate. Errors identified after publication must be notified to the Department and agreed corrective action initiated.

¹⁸ Please note ethical approval does not remove the responsibility of the individual for ethical behaviour.

5. Handling of samples and materials

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by the Department. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

6. Documentation of procedures and methods

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trail linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

7. Research/work records

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the work and responsible for ensuring that regular reviews of the records of each researcher are conducted¹⁹

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by the Department.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

Signature (duly authorised on behalf of the tenderer)

.....

Print name

.....

On behalf of (organisation name)

.....

Date

.....

¹⁹ Please note that this also applies to projects being undertaken by consortia.

Declaration 6: The General Data Protection Regulation Assurance Questionnaire for Contractors



Declaration 6 -
GDPR Assurance Que

Mandatory Exclusion Grounds

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

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

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

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

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

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

Other offences

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

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

Discretionary exclusions

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

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

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a

comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

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

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

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

Additional exclusion grounds

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

ANNEX X Extract from Public Procurement Directive 2014/24/EU

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

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

Consequences of misrepresentation

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

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

Appendix 4 – Contract Terms and Conditions

BEIS DPF31 - BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

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BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services (“Conditions”):

“**Annex 1**” means the Annex 1 (Processing, Personal Data and Data Subjects) attached to the Authority’s specification of requirements which forms part of this Contract;

“**Arising Intellectual Property**” means the Intellectual Property Rights which are created as a result of the Contractor’s performance of the Services;

“**Authority**” means the Secretary of State for Business, Energy and Industrial Strategy, acting as part of the Crown;

“**Authority’s Premises**” means land or buildings owned or occupied by the Authority;

“**Background Intellectual Property**” means Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract;

“**Confidential Information**”:

means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty’s Government relating to and connected with the Contract and the Services; but

does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 41;

the “**Contract**” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “**Contract Period**” means the period from the date of this Contract to the date of expiry of this Contract set out in the DPF41 Contract offer letter or such earlier date as this Contract is terminated in accordance with its terms;

the “**Contract Year**” means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

the “**Contractor**” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 4;

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any subcontractor engaged in the performance of its obligations under this Contract, pursuant to Condition 4;

“Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities;

the **“Charges”** means the price agreed in respect of the Services, excluding Value Added Tax;

“Data Controller” shall have the same meaning as given in the Data Protection Legislation; UK GDPR;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Legislation” means (i) the UK General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Processor” shall have the same meaning as given in the Data Protection Legislation; UK GDPR;

“Data Protection Impact Assessment” means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” shall have the same meaning as given in the UK GDPR; Data Protection Legislation;

“Data Subject” shall have the same meaning as given in the Data Protection Legislation;

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to documents, papers, data issued in electronic form and other materials;

“Intellectual Property Rights” means patents, trade-marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply; **“Law”** means any legal provision the Contractor must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 (as implemented into UK law, by virtue of the European Union (Withdrawal Agreement) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body;

“MI Reporting Template” means the document (included as an annex to the DPF41 Contract offer letter) as amended in accordance with Condition 42;

“Party” means a Party to this Contract, and **“Parties”** shall mean both of them;

“Personal Data” shall have the same meaning as given in the Data Protection Legislation; UK GDPR;

“Personal Data Breach” shall have the same meaning as given in the Data Protection Legislation; UK GDPR;

“Protective Measures” means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

“Services” means the services to be supplied under the Contract;

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

“Sub-Processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

“UK GDPR” means the General Data Protection Regulation (EU) 2016/679 as retained into UK law by virtue of the Data Protection, Privacy and Electronics Communications (Amendments etc) (EU Exit) Regulations 2019;

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Working Day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

references to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Authority

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two Working Days after the date of posting, notice given by facsimile transmission shall be effective the Working Day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment and Subcontracting

- (1) The Contractor shall not give, bargain, sell, assign, subcontract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a subcontractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the subcontractor.
- (4) The Contractor shall be responsible for the acts and omissions of his subcontractors as though they were his own.

(5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2006, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

(6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:

subject to Condition 4(9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;

within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;

monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

provide reports on the information in Condition 4(6)(c) to the Authority in the format and frequency as reasonably specified by the Authority; and

promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

(7) Each advert referred to in Condition 4(6)(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

(8) The obligation in Condition 4(6)(a) shall only apply in respect of subcontract opportunities arising after the contract award date.

(9) Notwithstanding Condition 4(6), the Contracting Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

5. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

- (1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- (2) No waiver shall be effective unless it is communicated to the other party in writing.
- (3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and subcontractors, the Contractor shall ensure that such staff, agents and subcontractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 8(1) shall not apply to information which:

is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);

is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;

is required by law to be disclosed; was independently developed by the Contractor without access to the Confidential Information.

(3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

(4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of "Confidential", "Secret" or "Top Secret" other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.

(5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.

(6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

9 Freedom of Information

(1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations SI 2004 No. 3391 (“EIR”) and shall assist and cooperate with the Authority, at the Contractor’s expense, to enable the Authority to comply with these information disclosure requirements.

(2) In this Condition:-

“**Information**” has the meaning ascribed to it in section 84 of the FOIA;

“**Request for Information**” has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

(3) The Contractor shall (and shall procure that its subcontractors shall):-

Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days;

Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information;

Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

(4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-

is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

(5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.

(6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

(7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

10. Amendments and Variations

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department for Business, Energy and Industrial Strategy setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be

deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

- (1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.
- (2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

- (1) The Authority shall pay to the Contractor, in addition to the Charges, a sum equal to the Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.
- (2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- (3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority acting reasonably. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.

(3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and

relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its subcontractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and subcontractors.

(5) The Contractor shall provide the Services, including in relation to commencing the provision of the Services, within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

16. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

17. Contractor's Personnel

(1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its subcontractors, whose admission would be undesirable in the opinion of the Authority.

(2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.

(3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.

(4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its subcontractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.

(5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

18. Indemnities and Insurance

- (1) The Contractor shall hold harmless and indemnify the Authority 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 Authority'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 by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or subcontractors.
- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
- (3) The Contractor shall procure, 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 not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.
- (4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (5) The Contractor shall indemnify the Authority 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 Authority.
- (6) The Authority 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 Authority 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.
- (7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 31(15) the amount of liability under this clause shall be limited to a sum of £4,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

19 Termination for Insolvency or Change of Control

(1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:

where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or

where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

the Contractor undergoes a change of control, where “control” is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority’s right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

(1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 Working Days' notice in writing to that effect. Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

(2) On termination of the Contract in accordance with Conditions 19, 20 or 21, the Contractor may submit an invoice, in accordance with Condition 11(1), for Services properly carried out by the Contractor prior to the date of termination, where payment has not already been made by the Authority. On receipt of a correctly submitted invoice, the Authority shall make payment in accordance with Condition 11.

(3) On termination of the Contract in accordance with Conditions 19, 20 or 21, the Contractor may submit an invoice submitted by any subcontractor, in accordance with Condition 11(1), for Services properly carried out by the subcontractor prior to the date of termination, where payment has not already been made by the Authority. On receipt of a correctly received invoice, the Authority shall make payment of the Charges in accordance with Condition 11.

22. Dispute Resolution

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

(3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

(4) If the parties agree to refer the dispute to mediation:

in order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Government Procurement Service to provide guidance on a suitable procedure;

unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;

failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a

non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Bribery and corruption

(1) The Contractor shall not, and shall ensure that its staff, subcontractors and agents do not:

offer or promise, to any person employed by or on behalf of the Authority any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or

enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by any person employed or engaged by him or acting on his behalf (whether with or without his knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling the

Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

(4) In any dispute, difference or question arising in respect of:

the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or

the right of the Authority to determine the Contract; or

the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

24. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

25. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

26. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

if the Contractor fails to comply with the Authority's requirements in this respect; or

if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

27. Intellectual Property Rights

(1) Subject to Condition 27(4), all Background Intellectual Property used or supplied under this Contract in connection with the Services shall remain the property of the Party introducing the same and nothing contained in this Contract or any licence agreement pertaining or pursuant to the Contractor's performance of the Services shall affect the rights of either Party in its Background Intellectual Property.

(2) Subject to Conditions 27(3) and 28(5), any Arising Intellectual Property shall belong to the Contractor.

(3) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, together with the right to grant sublicences, to use or publish any Arising Intellectual Property, Data, results, outcomes or conclusions which are created as part of the Services, for its non-commercial purposes.

(4) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, to use any Background Intellectual Property used in the performance of the Services, that is essential to the functioning and use of the Arising Intellectual Property for its non-commercial purposes.

(5) The Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free licence, at no cost to the Authority, from any third party, to use any Intellectual Property Rights that are essential to the functioning and use of the Arising Intellectual Property for its non-commercial purposes.

(6) Under clauses 27(3), 27(4) and 27(5) the Authority shall only grant sublicences to third parties if, after five years from the date of this Contract, the Arising Intellectual Property has not been commercially exploited by the Contractor, or the Contractor has established a monopoly position.

28. Exploitation of Intellectual Property

(1) The Contractor shall inform the Authority of any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services and which are capable of exploitation whether patentable or not.

(2) The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:

the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;

prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and

all such patent applications are diligently executed having regard to all relevant circumstances.

(3) The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property Rights in such a way as the Authority considers reasonably necessary.

(4) Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Contractor shall use its best endeavours to:

promote the dissemination of the Arising Intellectual Property; and

once the Contractor has performed the Services to the satisfaction of the Authority, commercially exploit any Arising Intellectual Property to generate either capital or revenue or both.

(5) If, within five years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property to the Authority.

(6) The Contractor shall not transfer ownership of the Arising Intellectual Property without the consent of the Authority for ten years from the creation of that Arising Intellectual Property.

(7) If, within five years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor or the Contractor has established a monopoly position, the Authority may require the Contractor to license the Arising Intellectual Property to third parties nominated by the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor in accordance with clause 3.

29. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

30. Government Property

(1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.

- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or subcontractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or subcontractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 30(6) below) or as otherwise expressly authorised in writing by the Authority.
- (6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.
- (7) The Contractor shall, and shall procure that its subcontractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its subcontractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- (8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- (9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or

degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or subcontractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

31. Data Protection

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, as appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

(c) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d) not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

(i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer in accordance with guidance issued by the UK Government or body appointed by the Government and approved by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- (6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.
- (7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

(9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.

(10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

(11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:

(a) notify the Authority in writing of the intended Sub-Processor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Condition 31 such that they apply to the Sub-Processor; and

(d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.

(12) The Contractor shall remain fully liable for all acts or omissions of any of its Sub-Processors.

(13) The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

(14) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

(15) If the Contractor fails to comply with any provision of this Condition 31, the Authority may terminate the Contract immediately in which event the provisions of

Condition 20 shall apply.

(16) The Contractor shall indemnify and keep indemnified the Authority against all claims and proceedings, and all costs and expenses incurred by it in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and/or and Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of

its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.

(17) Upon expiry or earlier termination of this Contract for whatever reason, the Contractor shall, unless otherwise specified in Annex 1, or required by Law, immediately cease any processing of the Personal Data on the Authority's behalf and at the written direction of the Authority:

(a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and

(b) delete the Personal Data (and any copies of it) including from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.

(19) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the relevant Data Subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

32. Payment of taxes: income tax and NICs

(1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

(2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

(3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:

the Contractor has complied with paragraphs (1) and (2) above; or

the Contractor or its staff are not liable to the relevant taxes.

(4) A request under paragraph (3) above may specify the information which the Contractor must provide and a reasonable deadline for response.

(5) The Authority may supply any information which it receives under paragraph (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.

(6) The Contractor shall ensure that any subcontractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in paragraphs (1) to (5) above and this paragraph (6), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that

the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the subcontractor or agent to provide information to them equivalent to paragraph (3), and the Contractor shall obtain that information where requested by the Authority.

(7) The Authority may terminate the Contract with immediate effect by notice in writing where:

the Contractor does not comply with any requirement of this Condition 32; or

the Contractor's subcontractors or agents do not comply with the conditions imposed on them under paragraph (6) above.

(8) In particular (but without limitation), the Authority may terminate the Contract under paragraph (7) above:

in the case of a request under paragraph (3):

the Contractor fails to provide information in response to the request within the deadline specified; or

the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its subcontractors and agents have complied with the conditions set out or referred to in paragraphs (1) to (6);

or

the Authority receives information which demonstrates, to its reasonable satisfaction, that the Contractor, its subcontractors or agents, are not complying with those conditions.

33. Payment of taxes: Occasions of Tax Non-compliance

(1) This Condition 33 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).

(2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.

(3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

notify the Authority in writing of such fact within 5 Working Days of its occurrence; and

promptly provide to the Authority:

details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

(4) In the event that:

the warranty given by the Contractor pursuant to paragraph (2) of this Condition is materially untrue;

the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by paragraph (3) of this Condition; or

the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,

the Authority may terminate the Contract with immediate effect by notice in writing.

(5) In this Condition 33, “Occasion of Tax Non-Compliance” means:

any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:

a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

(6) For the purpose of paragraph (5):

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

“General Anti-Abuse Rule” means:

the legislation in Part 5 of the Finance Act 2013; and

any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others; and

“Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

34. Equality and non-discrimination

(1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, subcontractors and agents do not do so.

(2) The Contractor shall comply with the Authority’s equality scheme as published on the Authority’s website, and shall take all reasonable steps to ensure that its staff, subcontractors and agents do so.

(3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor’s staff, subcontractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

35. Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of the Authority’s Welsh Language Scheme.

36. Sustainable Procurement

(1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.

(2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Clause by the Contractor.

(3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

37. Other Legislation

The Contractor shall, and shall procure that its subcontractors, agents and personnel, comply with all other applicable law.

38. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

39. Transfer of Services

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):

provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and

use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) Without prejudice to the generality of paragraph (1) of this Condition, the Contractor shall, at times and intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.

(3) Without prejudice to the generality of paragraph (1) of this Condition, the contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

40. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

41. Transparency

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 41(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

- (2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.
- (3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.
- (4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.
- (5) In Condition 41(1) the expression “tender documents” means the advertisement issued by the Authority seeking expressions of interest, the pre-qualification questionnaire and the invitation to tender and the contract includes the Contractor’s proposal.

42. Monitoring and Management Information

- (1) Where requested by the Authority, the Contractor shall supply to the Authority and/or to the Cabinet Office such information relating to the Services and to the Contractor’s management and performance of the Contract as they may reasonably require.
- (2) The information referred to in Condition 42(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Contractor Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage. The information may also, without limitation, include information relating to the capability of the Contractor (and any key subcontractor) to continue to perform the Contract (including information on matters referred to in regulations 23 to 27 of the Public Contracts Regulations 2006).
- (3) The information referred to in Condition 42(1) shall be supplied in such form and within such timescales as the Authority or the Cabinet Office may reasonably require.
- (4) The Contractor agrees that the Authority may provide the Cabinet Office, any other government department or agency or any other person or entity referred to in Condition 43(2) (Information Confidential to the Contractor), with information obtained under this Condition 42 and any other information relating to the Services procured and any payments made under the Contract.
- (5) Upon receipt of the information supplied by the Contractor in response to a request under Condition 42(1) or receipt of information provided by the Authority to the Cabinet Office under Condition 42(4) the Contractor hereby consents to the Cabinet Office (acting through the Government Procurement Service):

storing and analysing the information and producing statistics; and

sharing the information or any statistics produced using the information, with any person or entity referred to in Condition 43(2).

(6) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month's written notice of any such changes.

(7) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor agrees and acknowledges that it shall, in addition to any other management information requirements set out in this Contract, at no charge, provide such timely, full, accurate and complete SME management information (MI) reports to the Authority as the Authority shall require which incorporate the data described in the MI Reporting Template which is:

the total contract revenue received directly on a specific contract;

the total value of subcontracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and

the total value of subcontracted revenues to SMEs and VCSEs.

(8) The SME management information reports referred to in Condition 42(7) shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Contractor shall use the initial MI Reporting Template, and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

(9) The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

43. Information confidential to the Contractor

(1) Unless agreed expressly by both parties in writing, in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.

(2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:

on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;

to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in sub-paragraph a) (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;

on a confidential basis for the purpose of the exercise of its rights under the Contract; or

on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.

(3) For the purpose of paragraph (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.

Annex 1 Data Protection

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

Where the Contractor is a Data Processor, the following section MUST be included.

The only processing that the Contractor is authorised to do is listed in Annex 1 by BEIS, “the Authority” and may not be determined by the Contractor.

Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Authority’s Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor’s Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: **[To be completed by the Contractor]**

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

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Data Protection Legislation	The UK GDPR and any applicable national implementing Laws as amended from time to time; or the DPA 2018 to the extent that it relates to Processing of personal data and privacy; or all applicable Law about the Processing of personal data and privacy
UK General Data Protection Regulation (UK GDPR)	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic

	Communications (Amendments etc) (EU Exit) Regulations 2019.
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide the Green Distilleries Phase 2 (Demonstration Study) service.</p> <p>The processing of names and business contact details of staff of both the Authority and the 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 Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from 20th March 2021 for the duration of the Contract. The Contract will end on 15th March 2023 but may be extended until 31st March 2023.
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, consultation, use, dissemination or otherwise making available, restriction, erasure or destruction of data etc.</p> <p>Processing takes place for the purposes of research etc purposes to provide the Green Distilleries Phase 2 (Demonstration Study) service.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Type of Personal Data	Types of Personal Data the Contractor will process includes, but is not limited to, names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the

	Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Types of categories of Data Subject includes, but is not limited to, staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management, members of the public, workers in particular industry, applicants or users of a particular service etc.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under UK GDPR to preserve that type of data</p>	<p>The Personal Data will be retained by the Contractor for a 3 year (36 month) retention period, following which</p> <p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract and the Contractor retention period. The Contractor will certify to the 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 Invitation to Tender.</p>

This publication is available from: <https://www.gov.uk/government/publications/green-distilleries-competition>

If you need a version of this document in a more accessible format, please email enquiries@beis.gov.uk. Please tell us what format you need. It will help us if you say what assistive technology you use.