



Department for
Business, Energy
& Industrial Strategy

CONTRACT FOR THE PROVISION OF

Business Basic interim and full evaluation report

TO THE DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

Purchase Order Number: *TBC*

DUNS Number: 217364752

This Contract is dated 10 June and is made between:-

1. **The Secretary of State for Business, Energy and Industrial Strategy** (“the Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **Nesta** (the “Contractor”) whose registered office is at 58 Victoria Embankment, London, EC4Y 0DS.

INTRODUCTION

- (A) **On 5 May the Authority issued an invitation to tender for the provision of Business Basic interim and full evaluation report this including the specification a copy of which is set out in Schedule 1 (the “Specification”).** (B) In response the Contractor submitted a proposal dated 19 May and entitled Business Basics interim report 21/22 & final evaluation report 22/23, Tender Reference TRN5026.04.2021 explaining how it would provide the services a copy of which is set out in Schedule 2 (the “Proposal”).

The parties agree as follows:-

1. **SUPPLY OF SERVICES AND PRICE**

In consideration of payment by the Authority to the Contractor of the sum of £ 89117 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Supplies/Services (the “Standard Terms” (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. **COMMENCEMENT AND CONTINUATION**



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This contract shall commence on 28 May 2021 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 21 months or end on 28 February 2023. This contract to subject to a break clause on 28th March to determine in this programme will continue as it is subject to further funding.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows:-

- Condition 18(7) - The wording '**£4,000,000 or twice the contract value**' shall be deemed deleted and replaced with '**£1,000,000**'.
- Condition 18(7) – the wording '**and subject to Conditions 18(5) and 30(15)**' shall be deemed deleted.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

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

3.4 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses
- b) the Standard Terms
- c) the Specification
- d) and finally, the Proposal

4. CONTRACTOR'S OBLIGATIONS

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

5.1 The Contractor shall deliver the perform the Services under the direction of the Authority.



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- 5.2 Any direction by the Authority may be given by [REDACTED] (the “Contract Manager”) who is an officer in the Authority’s Department for **Business, Energy and Industrial Strategy 1 Victoria St, London SW1H 0ET** or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints [REDACTED] **Nesta, 58 Victoria Embankment, London, EC4Y 0DS**, to be the Contractor’s first point of contact for this Contract. All queries to the Contractor from the Authority’s Contract Manager shall initially be addressed to the Contractor’s first point of contact.
- 5.4 The Contractor’s first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor’s performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with (as referred to in Condition 11 of the Standard Terms & Conditions).

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract within the Official Journal of the European Union and through the Governments Transparency website, Contracts Finder.

The Authority’s decision not to publish full details of the contract does not however preclude it publishing such information in the future (subject to applicable redactions) and the Authority may be required to disclose such information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 (EIR) or other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

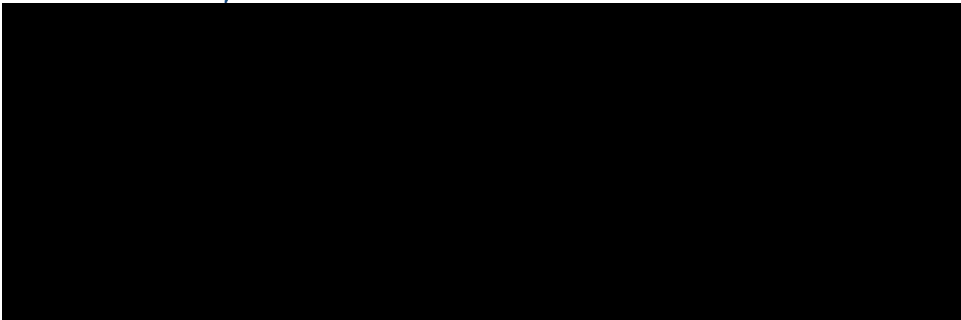


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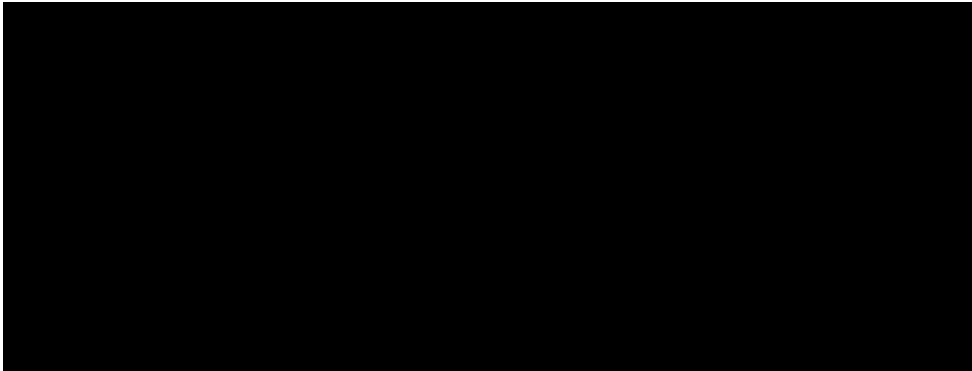
Signed by the parties’ duly authorised representatives:-

For the Secretary of State for Business, Energy and Industrial Strategy

DocuSigned by:



For the Contractor



The following Schedules *[if applicable and Annex]* form part of this Contract:

Schedule 1 The Authority’s Specification



BEIS ITT - Business
Basics Interim report

Schedule 2 The Contractor’s Proposal



Nesta proposal -
Business Basics repor

Schedule 3 the Authority’s Standard Terms & Conditions of Contract for
Supplies/Services