

Cost Modelling Support ITT

Competitive Flexible Procedure

(Procurement Act 2023)

UKIFS Procurement Reference: PP-UKIFS-174
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UK Industrial
Fusion Solutions

Contents

Section 1: Deadline for responding to this document	56
Section 2: Introduction	57
Section 3: Introduction to UKIFS	58
Section 4: Overview of UKIFS's requirement	59
Section 5: The Procurement process	60
Section 6: Procurement timetable	63
Section 7: Contract terms	64
Section 8: How to respond to this opportunity	65
Section 9: Requests for clarification	68
Section 10: The assessment process and award criteria	70
Appendix A: Procurement terms and conditions	83
Appendix B: Service Specification	93
Appendix C: Procurement Specific Questionnaire (PSQ)	96
Appendix D: Glossary	106
Appendix E: Form of tender	110
Appendix F: Commercially sensitive information	112
Appendix G: Technical and Commercial Envelope Pricing Schedule	113
Appendix H: Draft Contract	120

Section 1: Deadline for responding to this document

1. The deadline for responding to the PSQ included in this ITT is 1700 on 15/07/2025 (the “**Deadline for submission of PSQ**”). See Section 6 (Procurement timetable) and Section 8 (How to respond to this opportunity) of this ITT for further information.
2. The deadline for successful suppliers from the PSQ stage to submit their completed tender response is 1700 on 12/08/2025 (the “**Tender Return Deadline**”). See Section 6 (Procurement timetable) and Section 8 (How to respond to this opportunity) of this ITT for further information.

Section 2: Introduction

1. UKIFS is running a procurement process to identify a suitably qualified Supplier for the provision of Cost Modelling Support. This Procurement is being conducted in accordance with the Act using a Competitive Flexible Procedure. This document, including its associated annexes/appendixes, (together the “**ITT**”) describes how the Procurement will be conducted, including details of the Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
2. This document has been prepared to assist Suppliers in deciding whether to participate in and subsequently submit a tender in this Procurement.
3. Please read this document carefully and ensure compliance (including but without limitation the Procurement terms and conditions contained in Appendix A), as **failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
4. This document should be read in conjunction with the Tender Notice and any associated Procurement documents which have been made available at this stage of the Procurement, as well as any instructions on the Central Digital Platform.
5. UKIFS reserves the right to amend this ITT as and when the need arises, including as the result of questions received from any of the Suppliers pursuant to these instructions, to reflect the corresponding stage of the Competitive Flexible Procedure or to reflect any other changes to the Procurement or new information. Such amendment may be to any of the terms of this Procurement, including the stated award criteria. Any such amendment will be numbered, dated and issued via the Portal. In the event of amendments, UKIFS may at its discretion extend the deadline for receipt of Tenders.
6. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix D.
7. All references to a ‘section’ are to a section in the Act unless otherwise stated.
8. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
9. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Section 3: Introduction to UKIFS

1. UK Industrial Fusion Solutions Ltd (UKIFS) is a wholly owned subsidiary of the UK Atomic Energy Authority (UKAEA) Group, responsible for the STEP (Spherical Tokamak for Energy Production) programme to deliver the UK's prototype fusion energy plant.
2. Targeting first operations in 2040, UKIFS will lead STEP's integrated delivery team to design and build the prototype fusion energy plant at West Burton, a former coal-fired power station site in Nottinghamshire.

Section 4: Overview of UKIFS's requirement

1. UKIFS is seeking to procure a suitable supplier (an individual organisation or a consortium with a lead supplier) for a NEC4 Professional Services Contract to provide Cost Modelling support to UKIFS across 7 work packages. The definitive statement of UKIFS's requirements is set out in the Service Specification (Appendix B).
2. The estimated term of the Contract is **18 months**.
3. The estimated budget for the Contract is £500,000 **including expenses (excluding VAT)**.
4. Key priorities for UKIFS in this requirement are a supplier's ability to leverage their supply chain and deploy SME capability and collaboration within the work packages. Successful bidders should be able to demonstrate their ability to manage simultaneous work packages and ensuring appropriate SME capacity is given to each WP.

Section 5: The Procurement process

1. This competitive flexible procedure will be conducted in three steps. The steps are described in more detail below.
2. Suppliers should note that UKIFS intends to adopt a phased process for this procurement process, with negotiation and down-selection if considered appropriate. However, UKIFS reserves the right at its absolute discretion to award a Contract without negotiation.

Step 1: Invitation to participate

3. This Procurement commenced with the issuing of a Tender Notice and the publication of this ITT document.
4. This document includes a PSQ at Appendix C which all Suppliers are required to complete and return in accordance with the Procurement Timetable and instructions within this document.
5. UKIFS will first check Suppliers' PSQ submission to ensure responses are compliant with this ITT. If a Supplier's response is non-compliant UKIFS reserves the right to reject the PSQ submission, and the Supplier will not proceed in this Procurement.
6. Once UKIFS has undertaken a compliance check UKIFS will first evaluate Suppliers' PSQ responses. UKIFS will use the PSQ to confirm that neither the Supplier, nor any related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, UKIFS will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.
7. In addition, UKIFS will consider whether any Supplier or related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors are Excluded Suppliers or an Excludable Suppliers, and before UKIFS determines that a Supplier is an Excluded Supplier or an Excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances. If the Supplier is an Excluded Supplier or an Excludable Supplier only by virtue of an Associated Person or proposed sub-contractor, UKIFS will notify the Supplier of its intention to exclude the Supplier and provide the Supplier with reasonable opportunity to replace the Associated Person or sub-contractor. If because of this process UKIFS excludes the Supplier from participating in the Procurement or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).

8. UKIFS will also undertake a review of the completed PSQ with reference to any information held on the CDP. Responses to any Conditions of Participation will be assessed in accordance with the selection process and any selection criteria as set out in the Tender Notice, PSQ and described in this document. The assessment of these responses will identify up to 6 number of Suppliers to be invited to participate in Step 2.
9. Step 1 will complete with Suppliers being notified in writing of whether or not they have been successfully shortlisted to participate in Step 2. Suppliers not invited to Step 2 will be provided with a written explanation of the reasons why they have not been shortlisted. **The maximum number of suppliers proceeding to Step 2 will be six (6) based on the top performing responses.**
10. All Suppliers will have their PSQ responses assessed in accordance with the Evaluation Criteria outlined in Section 10 of this ITT document.
11. Suppliers should note that UKIFS reserves the right to re-assess any response to the PSQ, at any time during the Procurement in light of any new relevant information that comes to UKIFS's attention. Please refer to the 'Supplier eligibility' provisions in Appendix A (Procurement terms and conditions).

Step 2: Invitation to submit tenders

12. Step 2 will commence with the issuing of a letter inviting those Suppliers which have successfully been shortlisted at Step 1 of the Procurement to submit their tenders.
13. The letter will also provide details of any new information made available to Suppliers at this step of the Procurement.
14. Tenders must be submitted in accordance with the Procurement Timetable and instructions set out in this document and any additional information provided.
15. After the deadline for submission of tenders, UKIFS will consider, in respect of each Supplier that submitted a tender, whether the Supplier, Associated Persons, proposed sub-contractors or Connected Persons are listed on the Cabinet Office debarment list and are Excluded Suppliers or Excludable Suppliers and will consider whether to disregard the tender submitted in accordance with its obligations under the Act. If the Supplier is an Excluded Supplier or an Excludable Supplier only by virtue of an Associated Person or proposed sub-contractor, UKIFS will notify the Supplier of its intention to disregard its tender and provide the Supplier with reasonable opportunity to replace the Associated Person or proposed sub-contractor. If, as a consequence of this process, UKIFS disregards a tender from an Excluded Supplier or an Excludable Supplier or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit.
16. UKIFS will conduct an assessment of all tenders in order to identify the Supplier which has submitted the most advantageous tender in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in this document. In carrying out this assessment, UKIFS will disregard

any tender from a Supplier that does not satisfy the Conditions of Participation. UKIFS may also disregard a tender:

Step 3: Preferred supplier step

17. The highest scoring Supplier identified during Step 2 will be invited to engage in further discussions with UKIFS as part of the preferred supplier step. This step will be used to finalise the draft Contract terms and conditions, in accordance with the limitations set out in the Act.
18. If a mutual agreement of the contract terms is not established with the preferred supplier, UKIFS reserves the right to revert to Step 2 and engage with the next best scoring supplier.
19. Following conclusion of the further discussions, UKIFS will provide an assessment summary to all Suppliers that submitted final tenders to:
 - a. inform them whether they have been successful in being awarded the Contract;
 - b. provide an explanation of the assessment of the Supplier's tender against the relevant award criteria, in accordance with the requirements of the Act; and
 - c. where different to the Supplier concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this tender against the relevant award criteria and the Supplier's name.
20. Once the assessment summaries have been provided to the Suppliers that submitted final tenders, UKIFS will also publish a Contract Award Notice on the CDP to commence the mandatory standstill period.
21. Subject to completion of the mandatory standstill period, Step 3 will end with UKIFS entering into the Contract with the preferred Supplier and publication of a Contract Details Notice on the CDP. (within 30 days of the date on which the Contract is entered into). Where appropriate, a copy of the Contract may also be published on the CDP.

Preliminary Market Engagement:

A preliminary market engagement notice (PMEN) was published on the Delta e-tendering site and the CDP on 23 April 2025 (Notice identifier: 2025/S 000-016605). A total of 16 responses were recorded.

The PMEN informed the decision to change the tender format from a single-stage procurement to a Competitive Flexible procurement that includes a PSQ with associated Conditions of Participation. This is due to the considerable number of responses UKIFS received to the PMEN.

Section 6: Procurement timetable

1. The timetable for the Procurement is set out in the following table (the “**Procurement Timetable**”). Deadlines for the submission of responses to UKIFS are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

Date(s) and time(s)	Procurement activity
20/06/2025	Issue of ITT to Suppliers
04/07/2025	Deadline for submission of Supplier Clarifications for PSQ
15/07/2025	PSQ submission deadline
22/07/2025	Invitation to submit initial tenders issued to shortlisted Suppliers.
05/08/2025	Deadline for submission of Supplier Clarifications for Final Tenders
19/08/2025	Tender Return Deadline
22/08/2025	Evaluation of tender responses
11/09/2025	Anticipated date for UKIFS to issue contract award notice
22/09/2025	Standstill period ends
26/09/2025	Contract signature (earliest)

2. UKIFS reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.
3. Please submit completed PSQs via Delta e-sourcing portal by 1700 on 15th July 2025.

Section 7: Contract terms

1. Any Contract(s) awarded following the conclusion of this Procurement will be for an initial duration of 18 months, subject to the right of UKIFS (at its sole discretion) to exercise its right to extend the Contract by up to 6 months. The maximum length of the Contract is therefore 24 months.
2. The contract is expected to commence on 26th September 2025.
3. A draft contract has been provided to Suppliers with this ITT (Appendix H). Suppliers are required to accept the terms of the draft Contract (without amendment) as part of their Tender response (see Section 10 (The assessment process and award criteria)).

Section 8: How to respond to this opportunity

General requirements

1. Tenders shall be submitted in accordance with the instructions given in this ITT. Tenders not complying with these instructions may be rejected by UKIFS at its absolute discretion.
2. Tenders shall be submitted via the Delta e-tendering Portal by answering all of the required PSQ questions in this ITT and attaching any necessary documents as instructed. More information on the required form and structure of Tenders is provided alongside the relevant questions in this ITT.
3. Suppliers are required to keep their Tenders open and valid for the period of time specified in Appendix A (Procurement terms and conditions).
4. Suppliers are required to provide full answers to all questions, including any requested attachments to make up their Tenders. Full details of the response requirements are included in the table below at paragraph 14. All Tenders must be strictly in accordance with the format, structure and other requirements specified in this ITT and must be as clear and concise as possible, noting that this will be the single source of information on which responses will be evaluated.
5. The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. UKIFS reserves the right to deem a response non-compliant if it is not completed fully, comprehensively and honestly and may be rejected. Suppliers are therefore advised to ensure that all members of the Supplier's team are made fully aware of these instructions.

Formatting

6. All Tenders must be submitted:
 - a. in the English language;
 - b. with any attachments typed solely in Arial font size 11;
 - c. with all financial information stated in GBP, inclusive of VAT and, where relevant, with total values clearly provided;
 - d. in compliance with any stated word / page count specified for any question. If a response for any question exceeds the stated word / page limit for that question (including if that response is included in a table or diagram format), UKIFS shall only evaluate the portion of the relevant response up to the applicable word / page limit. Unless clearly specified otherwise, any supplementary documentation (including any annexes or appendices) will be included within the scope of any word or page limit specified;

- e. either in standard Microsoft Office formats (Word, Excel, etc), or PDF¹ only. Non-standard formats may be rendered inaccessible to UKIFS for evaluation purposes and will not be reviewed.
- f. using the following naming convention: [Supplier Name]_[Appendix Name & Number]_PP-UKIFS-174;
- f. without:
 - i. embedded files or links (including hyperlinks) to any other documents or web pages etc.;
 - ii. marketing or promotional material;
 - iii. additional attachments or appendixes beyond those permitted by any stated word count or character limits;
 - iv. caveats or qualifications. Suppliers must therefore ensure any explanatory or descriptive matter does not constitute a qualification to UKIFS's requirements as any Tender deemed to be submitted subject to caveats or qualifications may be deemed non-compliant by UKIFS and therefore disqualified from this procurement process;
 - v. assumptions or dependencies (including contractual obligations) on UKIFS; or
 - vi. cross-referencing between different elements of the Tender response. Each question response should 'stand-alone' and contain the Supplier's entire response to the relevant question.
- 7. Suppliers must not include pricing details in any element of the Tender other than the Commercial envelope.
- 8. Any annexes or appendices provided as part of a Supplier's response must be clearly marked and identified. Supplementary documentation, which is not clearly identified, or cannot be readily linked to a specific evaluation question, will not be evaluated.

Submission process

- 9. A response to the Procurement Specific Questionnaire (PSQ) must be submitted via the Portal in accordance with the instructions in Section 8 (How to respond to this opportunity) of this ITT.
- 10. Supporting documents and information required by UKIFS as part of the submission, e.g. Mandatory and Discretionary exclusions self-declarations for sub-contractors, must be submitted as separate attachments and be clearly referenced as follows: [Supplier Name]_[Appendix Name & Number]_PP-UKIFS-174;
- 11. The PSQ and Tender Return Deadlines are stated in the Procurement Timetable and Tenders will not be accepted after these deadlines. It is each Supplier's responsibility to ensure that its Tender is submitted in accordance with the instructions set out in this ITT before the Tender Return Deadline.

¹ Note: It is preferred that all documents except excel files are uploaded in Portable Document Format (PDF) wherever possible.

12. No subsequent claim for loss as a consequence of a Supplier's failure to comply with the instructions set out in this ITT shall be admitted.

13. UKIFS reserves the right to request information from Suppliers following the Tender Return Deadline for clarification purposes.

Content

14. The following table provides a checklist of all information / documents that must be submitted to submit a compliant Tender.

15. For Stage 1 of this Competitive Flexible Procedure, please only submit your PSQ response to the Portal.

Document number	Document name
1	PSQ Submission: You must use the template provided at Appendix C.
2	Form of tender: See Appendix E
3	Commercially sensitive information: See Appendix F
4	Technical and Commercial Envelope Submission: See Appendix G. Following invitation to the second stage of the CFP, you must respond to all Technical criteria (including social value) specified in Section 10 (The assessment process and award criteria) and complete the Commercial Submission template provided

Section 9: Requests for clarification

1. All communication during the Procurement must be executed through the Portal and NOT through any other means. Where contact is made repeatedly without using the Portal, the Supplier may be disqualified from this Procurement.
2. Any requests for clarification relating to the Procurement must be submitted via the Portal, no later than the deadline in the Procurement Timetable to allow UKIFS sufficient time to respond prior to the closing date for receipt of submissions. UKIFS will endeavour to respond to requests for clarification submitted in accordance with these requirements prior to the clarification deadline and within a reasonable period to allow Suppliers to take the responses to clarifications into account with completing their Tender response.
3. UKIFS reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable or submitted via any means other than the Portal.
4. If Suppliers identify a technical issue with the Portal, they should contact UKIFS without delay via the following contact point at:

UKIFS contact details:

Contact Name: Will Gibbs

Role: Procurement Officer

Email address: operationalprocurement.step@ukifs.uk

5. Where UKIFS considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and UKIFS's response, with the exception of those deemed confidential as provided below.
6. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to UKIFS at the time of the submission of that clarification request. UKIFS will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification. UKIFS's conclusion as to whether a request for clarification contains confidential elements shall be final.
7. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by UKIFS in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification. Any requests not amended or withdrawn

by the Supplier following notification may be circulated to all Suppliers as described above.

8. It is the responsibility of each Supplier to monitor all clarifications issued by UKIFS. UKIFS accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

Section 10: The assessment process and award criteria

General guidance

1. The evaluation of tenders will be carried out over two stages, both as detailed below:
 - a. an evaluation of the qualification envelope (the “Participation Stage”); and
 - b. an evaluation of the technical and commercial envelope (the “Award Stage”)
2. The tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most advantageous tender.
3. UKIFS reserves the right to:
 - a. require a Supplier to provide additional information supplementing or clarifying any of the information provided in its Tender;
 - b. seek independent financial, legal, market and internal advice and references to validate any response information provided or to assist in the evaluation process;
 - c. require references, site visits, demonstrations and/or presentations as UKIFS deems appropriate;
 - d. directly award a contract covering all or part of the Requirement to any Supplier that is not an excluded supplier where UKIFS does not receive any suitable Tenders; and
 - e. disregard any tender which breaches a procedural requirement set out in this (or any subsequent) ITT.

Compliance Review

4. UKIFS will check the Tenders for completeness and compliance with the requirements for submission set out in this ITT. In particular, the Compliance Review will check that Suppliers:
 - a. submitted their PSQ responses / Tenders by the relevant deadline specified in the Procurement Timetable;
 - b. have provided a response to all mandatory questions set out in this ITT; and
 - c. meet the submission requirements set out in Section 8 (How to respond to this opportunity) of this ITT; and
 - d. receive a “Pass” for all Pass/Fail elements of the evaluation specified below (following relevant clarification where appropriate).

5. Where, in the opinion of UKIFS, a tender does not “Pass” the Compliance Review, that tender will be disqualified and will not be taken through to subsequent stages of the evaluation process.
6. All Tenders that are considered to meet the requirements set out above will proceed to Stage 1 evaluation.

Step 1: PSQ (Qualification Envelope)

7. UKIFS will exclude any PSQ from a Supplier that does not satisfy the Conditions of Participation. This includes any Tender that scores a “Fail” score for any of the Pass/Fail questions in the PSQ.
8. UKIFS will utilise the below scoring criteria to evaluate the PSQ responses received that are not scored on a Pass/Fail basis:

Score	Definition	Benchmark
		In the opinion of the evaluators, the bidder’s response provides information which:
5	Excellent	<ul style="list-style-type: none"> • Addresses all aspects of the Requirements and addresses all elements referred to in the Question; and • Provides a complete and clear methodology and relevant supporting information (if required by the Question) each of which do not contain any substantive weaknesses; and • Provides complete confidence in the bidder’s proposed delivery of the Requirements.
4	Good	<ul style="list-style-type: none"> • Addresses all aspects of the Requirements and addresses all elements referred to in the Question; and • Provides a clear methodology and relevant supporting information (if required by the Question), but contains minor weaknesses; and • Provides confidence in the bidder’s proposed delivery of the Requirements, with no more than minor reservations.
3	Moderate	<ul style="list-style-type: none"> • Addresses almost all aspects of the Requirements and almost all elements referred to in the Question; and • Provides a methodology and supporting information (if required by the Question) that contains no more than moderate weaknesses; and • Provides a moderate level of confidence in the bidder's proposed delivery of the Requirements, with no more than moderate reservations.
2	Weak	<ul style="list-style-type: none"> • Partially addresses the Requirements and partially addresses the elements referred to in the Question; and/or

Score	Definition	Benchmark
		In the opinion of the evaluators, the bidder's response provides information which:
		<ul style="list-style-type: none"> Provides a methodology and supporting information (if required by the Question) that are of limited or no relevance, or contain significant weaknesses; and/or The evaluators have significant reservations regarding the bidder's proposed delivery of the Requirements.
0	Unacceptable	<ul style="list-style-type: none"> the response does not give the evaluators any confidence in the bidder's proposed delivery of the Requirements.
0	No response	<ul style="list-style-type: none"> No response provided

9. UKIFS will shortlist a maximum of 6 suppliers with the highest PSQ scores and who have passed all the required “pass/fail” basis questions to progress to the second and final stage of this competitive flexible procedure.

10. UKIFS may disregard a PSQ response:

- a. from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier;
- b. if the Tender breaches a procedural requirement set out in the Tender Notice or this ITT;
- c. if the Supplier fails to provide a satisfactory response to any question in the Central Digital Platform, PSQ and Conditions of Participation (including inadequately or incorrectly completing a response to any question); or
- d. the Supplier fails to submit the required information by the PSQ submission deadline.

Excluded and Excludable Suppliers

11. UKIFS will first consider, in respect of each Supplier that submitted a Tender, whether the Supplier or any related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors, are excluded or excludable Suppliers and will consider whether to disregard the Tender submitted in accordance with its obligations under the Act. To the extent that any such entities are listed on the debarment list, UKIFS will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act. Before UKIFS determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances.

12. If the Supplier is an excluded or excludable Supplier only by virtue of an Associated Person or proposed sub-contractor, UKIFS will notify the Supplier of its intention to disregard its Tender and provide the Supplier with reasonable opportunity to replace the Associated Person or sub-contractor. If as a consequence of this process UKIFS disregards a Tender from an excluded or excludable Supplier, or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit.

Economic and Financial Standing

13. The Economic and Financial Standing questions (**Q13, Q14**) of the PSQ are designed to evaluate whether the Supplier has sufficient economic and financial standing to deliver the contract.

14. Q13 is assessed on a Pass / Fail basis as follows:

Q13 – Pass score = 1 or 2 Dun and Bradstreet Risk Indicator Score (as below).

Failure Score	Risk Indicator	Probability of Failure
86 – 100	1	Minimum risk
51 – 85	2	Lower than average risk
11 – 50	3	Higher than average risk
1 – 10	4	High Risk
—		Insufficient information

If the Tender response is awarded a “Fail” score (i.e., a Risk Indicator Score of 3 or 4), the Tender response will be excluded from the Procurement.

Insurance

15. The insurance question **Q15** of the PSQ is assessed on a Pass/Fail basis. Suppliers are required to confirm compliance with the insurance requirements stated in the question by providing an unequivocal “Yes” response. Failure to do so will result in a “Fail” score and the Tender will be excluded from the Procurement.

UK GDPR

16. The UK GDPR question **Q16** of the PSQ is assessed on a Pass/Fail basis. The response will be awarded a “Pass” if it provides UKIFS with confidence in the Supplier’s ability to deliver the contract in compliance with UK data protection law and ensuring the protection of the rights of data subjects. Otherwise, the response will “Fail” and the Tender will be excluded from the Procurement.

Technical and Professional Ability

17. The Technical and Professional Ability questions (**Q17-Q24**) in the PSQ is designed to evaluate the Supplier's technical and professional ability to deliver the contract. This section is scored by a combination of the evaluation criteria outlined in Paragraph 8 of this section, and a "Pass/Fail" basis. For the Pass/Fail questions, the response will be evaluated in accordance with the evaluation criteria in the Table below. If the Tender response is awarded a "Fail" score, the Tender response will be excluded from the Procurement.

Criteria	Score
The Supplier's response fails to give the evaluator any confidence that the Applicant has experience of delivering a similar contract.	Fail
The Supplier provides a response which gives the evaluator confidence that the Supplier has experience of delivering a similar contract.	Pass

18. UKIFS reserves the right to contact a customer organisation in relation to whom a case study has been given to ask them to complete a reference to verify that the information provided by the Supplier. Suppliers may be required to assist UKIFS in taking up a reference and for making sure that the appropriate contact is available and willing to provide a reference.

Sub-contractor management

19. The sub-contractor management question **Q18** of the PSQ will be assessed in accordance to the Evaluation Criteria outlined in Paragraph 8 of this section. The response will be awarded a higher score where the Supplier's response provides evidence that the Supplier has previously maintained healthy supply chains or otherwise gives UKIFS confidence that subcontracting will not give rise to significant concerns in terms of either:

- maintaining the requisite technical and professional ability to deliver the contract; or
- otherwise affecting the Supplier's ability to deliver the contract to the requisite standards.

If the response is awarded an "Unacceptable" or "No Response" score, the Tender response will be excluded from the Procurement.

Organisational standards

20. The question **Q19** will be assessed on a Pass / Fail basis as follows. If the Tender response is awarded a "Fail" score, the Tender response will be excluded from the Procurement.

Criteria	
The Supplier must clearly state that they ISO9001 (or equivalent) accredited.	
Pass Suppliers evidence that they are ISO9001 (or equivalent) accredited.	Fail Suppliers do not evidence that they are ISO9001 (or equivalent) accredited.

Capacity

21. Question **Q20** of the PSQ will be assessed on a Pass/Fail basis and the evaluation criteria is outlined in the table below. If the response is awarded a “Fail” score, the Tender response will be excluded from the Procurement.

Criteria	
The Supplier must clearly state and evidence that they have at least 10 available persons that are able to complete the required 7 work packages in the given timelines.	
Pass 10 or more able persons available with supporting evidence of availability	Fail Less than 10 able persons available with supporting evidence of availability

Previous Experience

22. Question **Q21** will be assessed in accordance with the Evaluation Criteria outlined in Paragraph 8 of this section. The Supplier must clearly state between 3 and 5 robust and detailed examples of relevant and successful cost modelling or estimation projects within large infrastructure/construction projects and/or first of a kind (FOAK) research and development projects. Higher scores will be awarded to responses that provide the evaluator suitable confidence that the Applicant has extensive and evidenced experience of cost modelling and estimation across a range of FOAK research and development projects. If the response is awarded an “Unacceptable” or “No Response” score, the Tender response will be excluded from the Procurement.

Existing Supply Chain

23. Question **Q22** of the PSQ will be assessed in accordance with the Evaluation Criteria outlined in Paragraph 8 of this section. Higher scores will be awarded to responses that provide the evaluator suitable confidence that the Applicant has a robust and agile supply chain that can deploy specialist expertise to the appropriate work package. If the response is awarded an “Unacceptable” or “No Response” score, the Tender response will be excluded from the Procurement.

Cost Modelling Expertise

24. Question **Q23** of the PSQ will be assessed in accordance with the Evaluation Criteria outlined in Paragraph 8 of this section. Higher scores will be awarded to responses that provide the evaluator suitable confidence that the Applicant has demonstrated extensive and evidenced capability in the specialist knowledge and skillset required for this project by providing a list of key personnel with a **minimum of 5 years cost modelling experience per individual**. If the response is awarded an “Unacceptable” or “No Response” score, the Tender response will be excluded from the Procurement.

Step 2: Technical and Commercial Envelope

25. The Technical and Commercial envelope will be evaluated in accordance with the process set out below. The scores for Technical and Commercial will be aggregated using the weightings displayed in the table set out at below to identify the Most Advantageous Tender:

26. The Most Advantageous Tender is the Tender that UKIFS considers:

- a. satisfies UKIFS’s requirements; and
- b. best satisfies the award criteria when assessed by reference to the assessment methodology.

Criteria	Weighting	Sub-criteria	Criteria Weighting
Commercial	30%	n/a	n/a
Technical	70%	Leveraging your Supply Chain - Supplier demonstrates how they mobilise their supply chain to deliver the scope of the contract to the best of their ability; in particular the fusion specific aspects.	30%
		Team Capability (CVs) - Supplier demonstrates high calibre of capable resource with experienced cost modellers / estimators / engineers, quantity surveyors or other relevant roles / skill sets. Member of relevant professional body and/or recognised qualifications.	25%
		Costing methodology - Supplier can explain the methodology they would employ to deliver the scope of the contract, based on the example work packages provided. This should include a clear delineation between known / more mature areas (i.e. non-fusion specific) and the first of a kind type	25%

		area (i.e. fusion specific)	
		Sources of Data - Supplier can explain where and how they source data to be used in the cost estimating process. Specific examples of standard databases should be identified (if appropriate)	10%
		Social Value - Tackling Economic Inequality MAC 3.3: Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.	10%
TOTAL	100%		

27. Suppliers should note that:

- a. where appropriate, UKIFS may issue further clarification questions to a Supplier for information that is required to reach a final score;
- b. no prior information from Stage 1 or prior knowledge of Suppliers will be used for the purposes of evaluation;
- c. a single evaluator will not be reviewing all parts of each Tender, and therefore Suppliers should ensure that their responses to each element of the evaluation are self-contained and do not cross-refer to other elements of their Tender; and The final score awarded to a Supplier will be the sum of the Supplier's Technical Total score plus the Commercial Total score.

28. UKIFS will undertake a review across all aspects of the Tender to ensure that the various aspects of the Tender are wholly consistent. As a result of this review, UKIFS reserves the right to:

- a. ask Suppliers for clarification if this does not appear to be the case;
- b. evaluate the Tender in an unclarified state if there is a failure to respond adequately or in a timely manner to any clarification question(s); or
- c. take a Supplier's response to any clarification question(s) into account when evaluating the Tender, which may result in an adjustment to the score originally awarded.] The final score awarded to a Supplier will be the sum of the Supplier's Technical Total score plus the Commercial Total score.

Technical evaluation

29. The Technical Evaluation places emphasis on the degree of confidence the evaluation team has in the Technical Response provided and the extent to which the Supplier has demonstrated the effective delivery of the outputs and requirements set out in the Service Specification (Appendix B).

30. UKIFS has allocated 70% to the overall marks available for the Technical Envelope. The score given to the response of each criterion will be multiplied by the weighting corresponding to that criterion. The multiplication will result in the

final score the Supplier receives for each criterion. The scores for all technical criteria will then be added together to result in a Technical Total.

31. The following scoring criteria will be applied:

Score	Definition	Benchmark
		In the opinion of the evaluators, the bidder's response provides information which:
5	Excellent	<ul style="list-style-type: none"> • Addresses all aspects of the Requirements and addresses all elements referred to in the Question; and • Provides a complete and clear methodology and relevant supporting information (if required by the Question) each of which do not contain any substantive weaknesses; and • Provides complete confidence in the bidder's proposed delivery of the Requirements.
4	Good	<ul style="list-style-type: none"> • Addresses all aspects of the Requirements and addresses all elements referred to in the Question; and • Provides a clear methodology and relevant supporting information (if required by the Question), but contains minor weaknesses; and • Provides confidence in the bidder's proposed delivery of the Requirements, with no more than minor reservations.
3	Moderate	<ul style="list-style-type: none"> • Addresses almost all aspects of the Requirements and almost all elements referred to in the Question; and • Provides a methodology and supporting information (if required by the Question) that contains no more than moderate weaknesses; and • Provides a moderate level of confidence in the bidder's proposed delivery of the Requirements, with no more than moderate reservations.
2	Weak	<ul style="list-style-type: none"> • Partially addresses the Requirements and partially addresses the elements referred to in the Question; and/or • Provides a methodology and supporting information (if required by the Question) that are of limited or no relevance, or contain significant weaknesses; and/or • The evaluators have significant reservations regarding the bidder's proposed delivery of the Requirements.
0	Unacceptable	<ul style="list-style-type: none"> • the response does not give the evaluators any confidence in the bidder's proposed delivery of the Requirements.
0	No response	<ul style="list-style-type: none"> • No response provided

32. Suppliers should note that:

- a. **“Question”** means the technical questions referred to within the table at paragraph 14 of this Section 10 (The assessment process and award criteria);
- b. **“Requirement”** means [the information in the Services Specification (Appendix B) as may be more particularly specified in the relevant Question].
- c. to address an aspect of a Requirement a Supplier must refer to its method of service provision in its response to the relevant Question. Supporting evidence could include but is not limited to references and/or examples of where the Supplier has completed such an exercise previously, information about systems and personnel who will be involved in delivery and equivalent information about sub-contractors.

33. Each sub-criterion will be evaluated separately. For each question, the Supplier shall be awarded a score out of 0-5. The weighted score for each sub-criterion shall be calculated so that:

Worked example: if a question weighting is 10% and a score of 2 is awarded: $(2 \div 5) \times 10\% = 4$

The Supplier will score 4.0 for its response to the question.

34. Responses to all questions are mandatory unless otherwise stated.

Social Value evaluation

Outline	<p>Social Value – Tackling Economic Inequality MAC 3.3</p> <p>For the Theme & Measure detailed in the bidder guidance below, please describe the commitment(s) your organisation will make. You should include:</p> <ul style="list-style-type: none">- a 'Method Statement' stating your commitments, how you will achieve them, and highlighting how your commitments meet the Award Criteria.- a project plan and process, including how you will implement your commitments and by when, how they will be monitored, measured and reported. You should include specific metrics, the tools / processes that will be used to gather data and report on it, feedback and improvement, and how the whole process will maintain transparency.- an overview of how you will influence staff, suppliers, customers and communities to support delivery of your commitments (for example through engagement, co-design / creation, training and education, partnering / collaborating, volunteering, etc.) <p>Planned Metrics are provided below, your commitments to social value should align to one or more of these metrics. If you believe that alternative metrics would be more effective at achieving the Theme / Measure, please outline them in your proposal with a clear explanation of the comparable benefit.</p>
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	<p>For each theme, we will be assessing the qualitative aspects and outcomes of your commitments. Priority should be given to incremental value that you will commit to as a direct result of being awarded this contract. If you are not in a position to commit to specific Social Value deliverables directly related to this contract award, you must demonstrate your corporate track record of delivering Social Value that aligns with the Theme and Measure below.</p>
Bidder Guidance	<p>Bidders are to describe the commitment(s) their organisation will make for the theme and measure below.</p> <p>Theme: Tackling Economic Inequality</p> <p>Measure: MAC 3.3: <i>Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.</i></p> <p>Award Criteria:</p> <ul style="list-style-type: none"> • Modernising delivery and increasing productivity • Understanding of scalable and future-proofed new methods to drive greater modernisation of delivery and increase productivity • Approach to organisational learning and continuous improvement • Creation of a design and tendering environment that is conducive to the development of scalable and future-proofed new methods to modernise delivery and increase productivity. Illustrative examples: outcomes-based specifications enabling alternative approaches to be offered; co-design with users and communities; approaches that invite innovative approaches to be proposed and developed; activities that promote collaboration to access new technologies/green technologies and/or approaches <p>Planned Metrics:</p> <ul style="list-style-type: none"> • Percentage annual cost reduction during the term of the contract (i.e. commitment to achieve 2% savings per annum) • The number of feasible ideas generated / proposed to improve productivity within the contract (supplier must provide sufficient detail in their proposals to demonstrate feasibility) • The number of generated product and/or service innovations relating to Climate Mitigation & Adaptation that have been made available to the wider market / industry • The percentage of accredited carbon literate individuals employed by the Supplier <p>Max 2 Pages.</p>
Scoring Criteria	<p>Scoring shall be based on the 0-5 scoring methodology.</p> <p>Maximum Weighting – 100%</p>
Answer Type	Attachment

Commercial Evaluation

35. Suppliers should aim to demonstrate within the Commercial response that their overall Tender offers the best mix of quality and effectiveness for the least outlay over the period of using the goods or services required. The Commercial response should therefore be clear on whole life costs over the duration of the Contract, including (but not limited to) cost elements such as: maintenance, management, operating and disposal costs (where applicable).
36. UKIFS will review all sections of the Pricing Schedule, including ensuring there is consistency of content with these submissions and all other aspects of your Tender. The Pricing Schedule provided at Annex G MUST be completed fully and accurately, as requested. Not adhering to the Pricing Schedule instructions in full may result in your bid being excluded as non-compliant. At its sole discretion UKIFS may clarify any discrepancies with Suppliers.
37. All prices must be submitted in £GBP, excluding VAT (if any).
38. UKIFS's only liability to pay the Supplier in respect of the services and/or goods shall be payment of the fees specified in the Pricing Schedule (and reflected in the Contract).
39. Please provide *all* relevant information requested in the Pricing Schedule based on your latest rates.
40. The commercial evaluation team will apply the following mathematical formulae to the Commercial Criteria then sum these to calculate the overall commercial total score.

[Price Element Score] =

(Lowest Bidder's Price) / (Bidder's Price)

X [Price Weighting]

For example, if Bidder A's Price is £10,000, which is the lowest Bidder Price, and Bidder B's Price is £20,000 and Price has a weighting of 30%:

(a) Bidder A scores 30%; and

(b) Bidder B scores 15%, being

(10,000 / 20,000) X 30 = 15)

41. If a Tender, or an element of the Tender, is offered at a price that UKIFS considers to be abnormally low, UKIFS shall notify the Supplier that UKIFS considers the price to be abnormally low, and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered. Should the evidence supplied in response to this request fail to demonstrate to UKIFS's satisfaction that the Supplier is expected to be able to perform the Contract for the price offered, UKIFS may disregard the Tender for being abnormally low and disqualify the Supplier from the Procurement.

Concluding the evaluation

42. Following the completion of the evaluation UKIFS expects to be able to offer the Contract to the Supplier who achieves the highest combined Technical and Commercial score.
43. In the event that the highest combined Technical, Social Value and Commercial Score results in a tie, the Contract will be offered to the Supplier who achieves the highest overall score for Technical.
44. In the event that the highest scoring Supplier declines to enter into the Contract, UKIFS may choose to proceed to Contract award with the next highest scoring Supplier.

Appendix A: Procurement terms and conditions

Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at UKIFS's sole discretion.

Central Digital Platform

2. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify UKIFS immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

3. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, UKIFS routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. In certain circumstances this includes information on who has submitted a Tender, even where that Tender has been unsuccessful or where a Supplier has withdrawn from a procurement process. By submitting a Tender you acknowledge the requirements of the Act and consent to the publication of such information about you and your Tender as UKIFS considers is necessary to comply with its statutory obligations.
4. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

Modifying and Cancelling the Procurement

5. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of UKIFS (or any other person) to enter into a contractual agreement.
6. UKIFS reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
7. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, UKIFS shall have

no liability whatsoever to Suppliers for the costs associated with any amendments, changes, discussions, or communications, regardless of whether a Supplier's Tender is successful or is rejected, nor if the Procurement is terminated without award of a Contract.

8. UKIFS reserves the right to:

- a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A before the Tender Response Deadline;
- b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected at any time;
- c. to alter the Procurement Timetable for this Procurement at any time; and/or
- d. to rewind and re-run any part of the Procurement on the same or alternative basis at any time.

Confidentiality and publicity

9. Save to the extent made publicly available by UKIFS, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except:
 - a. in order to comply with legal obligations; or
 - b. for the purpose of enabling a submission to be made to UKIFS, in which case the information may only be provided to any other person where that person has given an undertaking prior to the receipt of the relevant information (and for the benefit of UKIFS) to keep such information confidential.
10. All information and material provided shall be either returned to UKIFS or securely destroyed by unsuccessful Suppliers at the conclusion of the Procurement.
11. UKIFS may disclose Tender information to its officers, employees, agents, professional advisors, or partners for the purposes of conducting this Procurement and (where applicable) management of the Contract. In providing such information the Supplier consents to such disclosure.
12. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of UKIFS. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and environmental information

13. UKIFS is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to UKIFS may be disclosed in response to a request made pursuant to the FOIA or the EIR.
14. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
 - a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix F;
 - b. explain the potential implications of disclosure of such information; and
 - c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
15. UKIFS will endeavour to:
 - a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive; and
 - b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
16. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with UKIFS, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, UKIFS will be obliged to disclose that information in response to a request. Accordingly, UKIFS cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Requirements on sub-contractors and consortium

17. If requested to do so by UKIFS, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the Conditions of Participation relating to this Procurement (in accordance with section 72 of the Act). Tenders submitted by potential consortia must therefore include a "Letter of Intent to form a consortium" in the event of being successful and it must:
 - a. be signed by a duly authorised representative of each member of the consortium with details of each signatory provided in print below each signature;
 - b. include an express provision that each member of the consortium is jointly and severally liable in respect of the Supplier's obligations;
 - c. provide details of the name of the organisation nominated to act as manager of the consortium and who is authorised to act for the consortium in terms of committing it to any obligations and liabilities and to receive and act upon instructions from UKIFS and to make and receive payments; and

- d. state full details of the proposed structure; the division of technical responsibilities between the partners and intended capitalisation.
18. Where sub-contractors will play a significant role in the delivery of the services or products under a Contract, Suppliers must indicate the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement noting that ultimate responsibility will always rest with the prime contractor. For the avoidance of doubt, any sub-contractor relied upon by the Supplier to satisfy the Conditions of Participation will be considered to play a significant role in the delivery of the services or products under any ensuing contract and must be included. A designated space within the PSQ will be assigned to providing information of how to provide this information.
19. Where the Tender is submitted by a group of economic operators then, in the absence of a consortium agreement, each member of the group of economic operators shall be deemed to be a sub-contractor to the Supplier and shall not be a party to the Contract. The group of economic operators must determine prior to submitting a proposal which of the group will submit on their behalf and be the 'Supplier'.
20. It is recognised that arrangements in relation to sub-contracting/consortia may (within limits) be subject to future change. Suppliers should therefore respond in the light of the arrangements as currently envisaged. Suppliers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed in the Procurement process or to provide the goods and/or services. Suppliers are reminded that any future proposed change in relation to consortia must be notified to UKIFS so that it can make a further assessment by applying the Conditions of Participation to the new information provided. UKIFS may exclude a Supplier in the event that a change to a proposed sub-contractor or consortium member results in an inability to meet the Conditions of Participation (including where one or more mandatory or discretionary grounds for exclusion is met as a consequence of such change).

Non-collusion, non-canvassing

21. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to UKIFS and without prejudice to any criminal liability that such conduct by a Supplier may attract.
22. Specifically, Suppliers must not directly or indirectly at any time:
- a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance;
 - b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable

consideration to any person to effect changes to the form or content of any other submission;

- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement;
- d. canvass any employees, members or agents of UKIFS in relation to this Procurement;
- e. attempt to obtain information from any of the employees, members or agents of UKIFS or their advisors concerning another Supplier or submission; and/or
- f. carry out any other co-operation or collusion with another Supplier or any other person which UKIFS considers capable of undermining fair competition.

Improper behaviour

23. UKIFS reserves the right to disqualify any Supplier from participating in this Procurement where UKIFS determines that such Supplier has acted improperly resulting in it gaining an unfair advantage in relation to any award of contract and such unfair advantage cannot be avoided without disqualifying the relevant Supplier.

24. For these purposes, “acting improperly” includes where the Supplier:

- a. fails to provide information requested by UKIFS;
- b. provides information to UKIFS that is incomplete, inaccurate or misleading;
- c. accesses confidential information; or
- d. unduly influences UKIFS’s decision-making.

25. Prior to any such disqualification, UKIFS will notify the Supplier in question of the intention to disqualify via the Portal and will provide the Supplier with 5 days (or such other period as UKIFS considers reasonable in the circumstances) to make representations and provide relevant evidence as to why the Supplier should not be disqualified. UKIFS will consider any such representations and evidence prior to making its final determination which shall be communicated to the Supplier via the Portal.

Conflicts of interest

26. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and UKIFS or its advisers. A conflict of interest may arise where (for example):

- a. a Supplier, Consortium member and/or Sub-Contractor has been involved in advising UKIFS on matters relating to the Contract or in the preparation of documents or information relating to the Contract; or

- b. a director, company secretary, or a staff member from a Supplier, Consortium member and/or Sub-Contractor is related to or has a personal interest with a Relevant Staff Member(s) of UKIFS. Such a relationship may not create a conflict of interest if it is declared at the earliest possible opportunity and in any event, prior to the submission of the Tender, and can therefore be managed by UKIFS in an open and transparent way.

Please note that, in general, involvement of a Supplier in Preliminary Market Engagement carried out by UKIFS should not represent a conflict of interest.

- 27. Suppliers must notify UKIFS immediately of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this Procurement or if awarded the Contract. Such disclosure shall also be made in respect of any Consortium members and Sub-Contractors proposed by the Supplier. Where Suppliers identify any potential conflicts of interest, they should state how they intend to address such conflicts of interest.
- 28. In the event of any actual, potential or perceived conflict of interest, UKIFS shall in its absolute discretion decide on the appropriate course of action. UKIFS reserves the right to:
 - a. exclude any Supplier that fails to notify UKIFS of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists;
 - b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with UKIFS. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process; and
 - c. exclude the Supplier from participating in, or progressing as part of, the Procurement process if UKIFS considers that an actual, potential or perceived conflict of interest puts a supplier at an unfair advantage in relation to the award of the Contract and either:
 - i. the advantage cannot be avoided; or
 - ii. the Supplier will not take steps that UKIFS considers necessary in order to not put it at an unfair advantage.
- 29. UKIFS strongly encourages Suppliers to contact UKIFS as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Intellectual property

- 30. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by UKIFS and/or its advisers in this Procurement, in whatever format, belong to UKIFS, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of UKIFS. All

documentation supplied by UKIFS in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

31. Suppliers are reminded of their obligations under applicable competition laws. UKIFS may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
32. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. UKIFS also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
33. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

34. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by UKIFS. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
35. UKIFS shall not be committed to any course of action as a result of (without limitation):
 - a. issuing this (or any) ITT;
 - b. communicating with a Supplier or a Supplier's representatives in respect of this Procurement; or
 - c. any other communication between UKIFS (whether directly or by its agents or representatives) and any other party.

Tender validity

36. The Supplier's Tender response must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

37. Suppliers may withdraw from the Procurement at any time by providing written notification to UKIFS via the Portal.

Supplier eligibility

38. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
39. UKIFS reserves the right to require any Supplier to provide such further information as UKIFS may require (and for the avoidance of doubt, UKIFS may make multiple requests) as to any issue addressed in the ITTs, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
40. Throughout the Procurement process and until the point where any Contract is signed, Suppliers must disclose if there has been:
- a. any change of circumstance where a change in the structure, control, composition or membership of a Supplier or an organisation that a Supplier has relied upon to meet the Conditions of Participation takes place; or
 - b. any change in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers).

UKIFS must be informed of the change through the Portal by the Supplier immediately after it occurs and UKIFS reserves the right to re-evaluate the relevant Conditions of Participation response and exclude the Supplier where the Conditions of Participation are no longer met at any point prior to signing of a Contract.

41. The duty to disclose set out above extends to any company in the same group as the Supplier (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Supplier is associated in respect of this Tender) where that company has been relied upon in respect of any aspect of the Conditions of Participation.
42. Where any change, misconduct or complaint is disclosed or should have been disclosed that may impact the Supplier's Tender, UKIFS reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement. UKIFS may seek additional information from the Supplier or other competent authorities where UKIFS deems it necessary to make a decision on eligibility and compliance with this ITT.

Accuracy of information

43. This ITT (including all its appendices, attachments and schedules) has been prepared on behalf of UKIFS for the sole purpose of enabling Suppliers to submit Tenders. No guarantee can be given however, and no representation is made, as to the accuracy of information contained within it and it is each Supplier's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. Neither UKIFS nor any of

its professional advisers accepts any liability, which might result from any inaccuracy of or omission from any such information.

Supplier warranties

44. In responding to this invitation, the Supplier warrants, represents and undertakes to UKIFS that:

- a. it understands and has complied with the conditions set out in this document;
- b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to UKIFS by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document;
- c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of UKIFS (with the exception of any information which is expressly warranted by UKIFS); and
- d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to UKIFS.

45. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

- a. UKIFS may exclude the Supplier from participating in this Procurement;
- b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act;
- c. UKIFS may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages; and
- d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 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 Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list.

Disclaimer

46. Without prejudice to any warranties given, the submission of a response to this ITT will not form a separate, collateral or implied contract between the Supplier and UKIFS.

47. Only the express terms of the contractual documents, if and when executed, shall have any contractual effect in connection with the matters to which this Procurement relates.

Third parties

48. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

49. The law of England is applicable to this Procurement.

50. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix B: Service Specification

TECHNICAL REQUIREMENTS AND CONSIDERATIONS

Below is a non-exhaustive list of potential cost modelling/estimation services required by UKIFS:

- Production of cost models for specific areas of the STEP design – Based on input data received, produce cost estimates for equipment or programme phases to an agreed maturity level
- Quantitative risk assessments – Perform QCRA and QSRA on specific areas of the STEP programme or at whole programme level
- Market surveys and comparative studies – Undertake surveys and cost studies for equipment, materials or technologies that are viewed as cost drivers for the STEP Programme
- Power-Bi modelling support – Provide expert Power-BI modelling support to help visualise the STEP cost estimates
- Embedded cost estimation resource – As necessary, provide expert cost estimation resource to supplement the current cost estimation team.

Examples of work packages required:

Work Package	Description
Cost Modelling: Installation / Assembly Cost Studies	<p>Production of a cost estimate for the installation / assembly of the plant equipment for the STEP prototype plant (SPP). Major inputs would be the latest version of the design of both the plant components and the associated buildings, and the construction schedule.</p> <p>It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects, applying some factorisation to account for the fusion specific aspects which would differ from other large infrastructure projects.</p>
Cost Modelling: Commissioning Cost Studies	<p>Production of a cost estimate for the commissioning of the STEP prototype plant. Major input would be the latest version of the plant commissioning plan.</p> <p>It is anticipated that this study would be delivered using parametric / benchmarking</p>

	<p>techniques from other relevant projects, however depending on the maturity of the commissioning plan it may be possible to perform a more detailed assessment. It should include some factorisation to account for the fusion specific aspects which would differ from other large infrastructure projects.</p>
Cost Modelling: Transport Cost Studies	<p>Production of a cost estimate for the transportation of components and materials to the West Burton site. The major inputs to this study would be a recent carbon assessment which has captured assumed transports to site, and the latest version of the design of both the plant components and the associated buildings to determine requirements for size and weight of components and materials.</p>
Cost Modelling: Control System Cost Studies	<p>Production of a cost estimate for the Control System for the SPP. It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects. However, where additional detail exists, it may be possible to provide more detailed costs, i.e. for the procurement of specific controllers.</p>
Cost Modelling: OPEX Cost Studies	<p>Production of a cost estimate for the Operating Expenses of running the SPP during the operation phase. The major input will be the Concept of Operations and the Operations Plan.</p> <p>It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects, however depending on the maturity of the commissioning plan it may be possible to perform a more detailed assessment taking into account the assumed staffing levels, plant utilities requirements etc</p>
Cost Modelling: HCD Market Survey & Supply Chain Identification	<p>Engaging with potential suppliers, the scope of this work package would be to 1) determine the current unit costs of the major Heating and Current Drive components, 2) provide an assessment of the current supply chain capacity, 3) provide an assessment of how both unit cost and supply chain capacity may change targeting the STEP procurement timeline, considering supply chain and</p>

	<p>technology development, economies of scale etc.</p> <p>It is anticipated that this study will be driven largely by engagement with supplier and so access to the relevant data will be key to delivering this WP.</p>
Cost Modelling: General Design Development	<p>Production of cost estimates for SPP plant equipment that will be identified for assessment during the timescales of this contract.</p> <p>It is expected that these cost estimates would be based on more detailed designs to enable a more mature “bottom-up” assessment, effectively to supersede the current top-down estimates carried out to date.</p>

Note: The titles of the above work packages are a guide to the services required by UKIFS. The respective scopes of the WPs will be agreed and developed later in the tender.

Appendix C: Procurement Specific Questionnaire (PSQ)

1 PSQ Explainer

1. The PSQ consists of three parts:

- a. **Part 1 - confirmation of core supplier information:** suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender> . Part 1 provides confirmation that suppliers have taken these steps.
- b. **Part 2 - additional exclusions information:** procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons²) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the

² Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

- c. **Part 3 - conditions of participation:** contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.
2. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet.
 3. Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:
 - details of the winning supplier's associated persons
 - details of the winning supplier's connected person information
 - for certain procurements over £5 million, details of unsuccessful bidders
 4. Where a supplier is unsure or requires any clarification, they should check with the contracting authority.

Step 1 - Checklist for Suppliers

5. List all documents to be submitted

Document number	Document name	Included (Y/N)
1	PSQ Submission: You must use the template provided at Appendix C.	
2	Commercially sensitive information: See Appendix F	

Note: If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

No.	Question
-----	----------

Preliminary questions	
------------------------------	--

1. What is your name? (supplier name)

.....
[Insert name]

2. *You must be registered on the central digital platform (CDP).*

What is your central digital platform unique identifier?

.....
[Insert unique identifier]

3. Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.

If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:

- a. the name of the group/consortium
- b. the proposed structure of the group/consortium, including the legal structure where applicable
- c. the name of the lead member in the group/consortium
- d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)

.....
[Insert information]

4. Are you on the debarment list?

.....
[Insert Yes or No]

[If yes, insert details]

Part 1 – confirmation of core supplier information

5. You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).

This includes:

- a. basic information
- b. economic and financial standing information
- c. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
- d. exclusion grounds information

Please confirm you have shared this information with us.

.....
[Insert reference / file name]

6. You must be registered on the Delta e-sourcing platform in order to participate in this ITT.

Please follow this link ([Enter Details | Delta](#)) to register your organisation on Delta, where you will be appropriately notified of the progression of this procurement activity.

Part 2 – additional exclusions information

Part 2A – associated persons

7. Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).

[The conditions of participation are outlined in Part 3]

If so, please complete **Q7, Q8 & Q9** (otherwise **Q7, Q8 & Q9** are not applicable).

[Insert Yes or No]

8. For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.

[Insert name of supplier and brief description]

[Insert name of supplier and brief description]

9. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):

- a. basic information
- b. economic and financial standing information
(if they are being relied upon to meet conditions of participation regarding financial capacity)
- c. connected person information
- d. exclusion grounds information

[Insert name of supplier and reference / file name]

10. Are any of your associated persons on the debarment list?

[Insert Yes or No]

[If yes, insert details]

Part 2B – list of all intended sub-contractors

11. Please provide:

- a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)
- b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent
- c. a brief description of their intended role in the performance of the contract

If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

[Insert name of supplier – unique identifier – brief description]

[Insert name of supplier – unique identifier – brief description]

12. Please confirm if any intended sub-contractor is on the debarment list.

The debarment list can be found here [insert link]

[Insert Yes or No]

[If yes, insert sub-contractor(s) name and provide details]

Part 3 – questions relating to conditions of participation

Part 3A – standard questions

Financial capacity

13. Please confirm that your organisation has a Dun and Bradstreet Risk Indicator score of 1 or 2.

If your organisation does not meet the minimum score or a score cannot be obtained for your organisation, you must provide other evidence which demonstrates that you have the relevant economic and financial standing to deliver the Contract.

Failure Score	Risk Indicator	Probability of Failure
86 – 100	1	Minimum risk
51 – 85	2	Lower than average risk
11 – 50	3	Higher than average risk
1 – 10	4	High Risk
—		Insufficient information

[Insert Dun and Bradstreet Risk Indicator score]

14. Are you relying on another supplier to act as a guarantor?

If so, please provide their name and evidence of their economic and financial standing.

[Insert Yes or No]

[If yes, insert reference / file name]

15. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:

- a. Employer's (Compulsory) Liability Insurance* = £5,000,000
- b. Public Liability Insurance = £5,000,000
- c. Professional Indemnity Insurance = £2,000,000

*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf.

[Insert Yes or No]

[Insert details of your insurances already in place]

[Insert details of your insurances which would be obtained following contract award but prior to entry into the contract (including information on how you will obtain this insurance – e.g. a quote)]

Legal capacity

16. Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)
- to maintain records of personal data processing activities
- to regularly test, assess and evaluate the effectiveness of the above measures

[Insert Yes or No]

[Insert information]

Technical ability

17. Relevant experience and contract examples

Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).

Where this procurement is for goods or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person 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 members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

[Insert information below]

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's organisation			
Email address			
Description of contract			
Contract start date			
Contract completion date			
Estimated contract value			

<p>[If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.]</p>

Experience of sub-contractor management

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) (which may be the intended sub-contractor(s) for this procurement, or any others used previously).

The description should include the procedures you use to ensure performance of the contract. **Response must not exceed 2 pages.**

[Insert information]

Organisational standards

Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.

19.

Please confirm and evidence that your organisation are accredited to ISO9001 (or equivalent)

[Insert information]

Capacity

20. Please describe the readily available headcount of Cost Estimation Professionals within your organisation. This is crucial to understanding your organisation's ability to progress multiple work packages simultaneously and thus achieve the desired timelines of this project. **Response must not exceed 2 pages.**

[Insert information]

Previous Project Experience

21. Please provide at least 3 examples of relevant projects where you have provided cost estimation services for large infrastructure/construction projects and/or first of a kind (FOAK) research and development projects. **Response must not exceed 2 pages.**

[Insert information]

Supply Chain

22. Please outline your supply chain structure and specialist capability network (e.g., how many SMEs do you work with? Give a short description of each SME that is relevant to this contract) **Response must not exceed 2 pages.**

[Insert information]

Cost Modelling Expertise

Please demonstrate the degree of cost modelling expertise you have within your company by providing a list of the key personnel proposed to deliver the contract that must have a minimum of five (5) years' relevant professional experience* in roles comparable to those required under this contract*

23. *Where an individual/business does not meet the five-year experience threshold, the Authority may still award a Pass if the Supplier can demonstrate that the individual possesses specialist expertise or qualifications that are directly relevant to the contract and that would reasonably compensate for the lack of duration in experience.

In such cases, the Supplier must provide:

- Justification of the individual's relevance to the role
- Evidence of qualifications, certifications, or notable achievements

Response must not exceed 2 pages.

[Insert team member name and job title]

[Brief summary of relevant cost modelling experience, including durations of relevant experience that evidence >5 years of experience]

Confirmations

24. I confirm that:

- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

[Insert Yes or No]

Signed

Date

Name

Role

Phone number

Email

Postal address

Appendix D: Glossary

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Person	means a person the Supplier is relying on in order to satisfy the Conditions of Participation (other than a guarantor).
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) UKIFS is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Bidder	means the Supplier who intends to participate in this Procurement
UKIFS	means the UK Industrial Fusion Solutions Ltd.
Award Stage	means Step 3 of the evaluation process described in Section 5 (The Procurement Process) of this ITT
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Competitive Flexible Procedure	means a Competitive Flexible procedure as defined in Section 20(2)(b) of the PA 2023 Act.
Compliance Review	means the initial compliance review undertaken in advance of the evaluation described in Section 10 (The assessment process and award criteria) of this ITT
Conditions of Participation	means the conditions of participation set out in Section 10 (The assessment process and award criteria) of this ITT
Connected person	means: <ul style="list-style-type: none">a. a person with 'significant control' over the supplier (within the meaning given by section 790C(2) of the Companies Act 2006 (CA 2006))

Defined term	Definition
	<ul style="list-style-type: none"> b. a director or shadow director of the supplier c. a parent undertaking or a subsidiary undertaking of the supplier d. a predecessor company e. any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within paragraph a to d. f. any person with the right to exercise, or who actually exercises, significant influence or control over the supplier g. any person over which the supplier has the right to exercise, or actually exercises, significant influence or control
Contract	means the contract to be entered into by UKIFS with the successful Supplier.
Core supplier information	as defined in regulation 6(9) of the Procurement Regulations 2024.
Excluded supplier	means a Supplier where UKIFS considers, firstly, that a mandatory exclusion ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excluded supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground.
Excludable supplier	means a Supplier where UKIFS considers, firstly, that a discretionary exclusion ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground.
Intended sub-contractor	means any sub-contractor(s) that a Supplier intends to use as part of the procurement (i.e. to sub-contract the performance of all or part of the Contract to).

Defined term	Definition
Invitation to Tender or ITT	means this document, including its associated appendices, as may be updated throughout the Procurement
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in the Services Specification.
Participation Stage	means step 2 of the evaluation process described in Section 5 (The Procurement Process) of this ITT
Portal	means the Delta e-sourcing portal used by UKIFS for the purposes of this Procurement and which can be accessed here: Procurement, Contract & Tender Management - Delta eSourcing
Procurement	means this Competitive Flexible Procedure procurement process.
Procurement Specific Questionnaire or PSQ	means the procurement specific questionnaire included in Appendix C of this ITT.
Procurement Timetable	means the timetable for this Procurement as set out in Section 6 (Procurement timetable) of this ITT.
Service Credits	means the service credits set out in the Service Specification.
Service Levels	means the service levels set out in the Service Specification.
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender Notice	means the tender notice with reference 2025/S 000-033444 published on 18/06/2025 on the Central Digital Platform
Tender Return Deadline	means the deadline(s) specified as such in the Procurement Timetable
Unique identifier	as defined in regulation 8 of the Procurement Regulations 2024. In the case of a Supplier, it is the unique code which is submitted to the central digital platform and is recognised by that platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that platform when the Supplier registers on that platform.

Defined term	Definition
Work Package	means a body of technical work required by UKIFS for this procurement that will be overseen by the technical stakeholder.

Appendix E: Form of tender

TO BE COMPLETED AT STAGE 2 ONLY.

Dear Sir or Madam,

Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the ITT supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Step 2 - Checklist for Suppliers

List all documents to be submitted

Document number	Document name	Included (Y/N)
1	Form of tender: See Appendix E	
2	Commercially sensitive information (if requires updating): See Appendix F	
3	Technical and Commercial Envelope Submission: See Appendix G. Following invitation to the second stage of the CFP, you must respond to all Technical criteria (including social value) specified on Section 10 (The assessment process and award criteria) and complete the Commercial Submission template provided	

Note: If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

I/We confirm that I/we can supply the contract as specified in our response to the ITT and in accordance with the financial model response submitted.

I/We confirm that we accept the terms of the draft Contract as issued with the ITT.

I/We confirm that prices submitted as part the Tender response are tendered without any caveats or qualifications.

I/We understand that UKIFS reserves the right to accept or refuse the Tender response in accordance with the Procurement Act 2023 and/or the ITT.

I/We confirm that all information supplied to UKIFS and forming part of the Tender response is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform
- have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify UKIFS immediately and update such information should this be required.

I/We confirm that the Tender response will remain valid for 90 days from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the ITT and the draft Contract.

I/We confirm that the Supplier, together with all Associated Suppliers have developed the Tender response in full compliance with the ITT, including but not limited to, the requirements in Appendix A of the ITT.

I/We understand that non-compliance with the requirements of the ITT or with any other instructions given by UKIFS may lead to me/us being excluded by UKIFS from (further) participation in the Procurement.

I/We agree that UKIFS may disclose the Supplier's information/documentation (submitted to UKIFS during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

Signature

Name (print)

Position

Supplier name

Date

Appendix F: Commercially sensitive information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Signature

Name (print)

Position

Supplier name

Date

Appendix G: Technical and Commercial Envelope Pricing Schedule

TO BE COMPLETED AT STAGE 2 ONLY.

QUESTIONNAIRE Part 1 – TECHNICAL QUESTIONS WEIGHTING 70%

Response Guidance:

Bidders must answer all the following questions. The method of response; page limit on attachments and evaluation criteria is set per question.

Unless otherwise specified, you must upload your response as an Attachment.

Attachments must be submitted in PDF format and must be in Arial font size 11.

Page limits include the use of headers footers and diagrams.

1.1	Leveraging your Supply Chain - Please demonstrate how you mobilise your supply chain to deliver the scope of the contract to the best of your ability; in particular the fusion specific aspects.
Bidder Guidance	Max 2 A4 Pages.
Scoring Criteria	Scoring shall be based on the 0-5 scoring methodology outlined in Paragraph 28 of Section 10. Maximum Weighting – 30%
[Enter Response here]	

1.2	Team Capability (CVs) – Please share your proposed team to fulfil the contract requirements. Supplier must demonstrate high calibre of capable resource with experienced cost modellers / estimators / engineers, quantity surveyors or other relevant roles / skill sets. Member of relevant professional body and/or recognised qualifications.
Bidder Guidance	Max 4 Pages.
Scoring Criteria	Scoring shall be based on the 0-5 scoring methodology outlined in Paragraph 28 of Section 10. Maximum Weighting – 25%
[Enter Response here]	

1.3	Costing methodology - Please explain your methodology and approach for how you would deliver the scope of the contract, based on the example work packages provided. This should include a clear delineation between known/more mature areas (i.e. non-fusion specific) and the first of a kind type area (i.e. fusion specific)
Bidder Guidance	Max 2 Pages.
Scoring Criteria	Scoring shall be based on the 0-5 scoring methodology outlined in Paragraph 28 of Section 10. Maximum Weighting – 25%
[Enter Response here]	

1.4	Sources of Data - Please explain where and how you source data to be used in the cost estimating process. Specific examples of standard databases should be identified (if appropriate)
Bidder Guidance	Max 2 Pages.
Scoring Criteria	Scoring shall be based on the 0-5 scoring methodology outlined in Paragraph 28 of Section 10. Maximum Weighting – 10%
[Enter Response here]	

QUESTIONNAIRE Part 2 – SOCIAL VALUE

WEIGHTING 10%

Response Guidance:

Bidders must answer all the following questions. The method of response; page limit on attachments and evaluation criteria is set per question.

Unless otherwise specified, you must upload your response as an Attachment.

Attachments must be submitted PDF format and must be in Arial font size 11. Page limits include the use of headers footers and diagrams.

2.1	<p>Social Value – Tackling Economic Inequality MAC 3.3</p> <p>For the Theme & Measure detailed in the bidder guidance below, please describe the commitment(s) your organisation will make. You should include:</p> <ul style="list-style-type: none">• a 'Method Statement' stating your commitments, how you will achieve them, and highlighting how your commitments meet the Award Criteria.• a project plan and process, including how you will implement your commitments and by when, how they will be monitored, measured and reported. You should include specific metrics, the tools / processes that will be used to gather data and report on it, feedback and improvement, and how the whole process will maintain transparency.• an overview of how you will influence staff, suppliers, customers and communities to support delivery of your commitments (for example through engagement, co-design / creation, training and education, partnering / collaborating, volunteering, etc.) <p>Planned Metrics are provided below, your commitments to social value should align to one or more of these metrics. If you believe that alternative metrics would be more effective at achieving the Theme / Measure, please outline them in your proposal with a clear explanation of the comparable benefit.</p> <p>For each theme, we will be assessing the qualitative aspects and outcomes of your commitments. Priority should be given to incremental value that you will commit to as a direct result of being awarded this contract. If you are not in a position to commit to specific Social Value deliverables directly related to this contract award, you must demonstrate your corporate track record of delivering Social Value that aligns with the Theme and Measure below.</p>
Bidder Guidance	<p>Bidders are to describe the commitment(s) their organisation will make for the theme and measure below.</p> <p>Theme: Tackling Economic Inequality</p> <p>Measure: MAC 3.3: <i>Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.</i></p>

	<p>Award Criteria:</p> <ul style="list-style-type: none"> • Modernising delivery and increasing productivity • Understanding of scalable and future-proofed new methods to drive greater modernisation of delivery and increase productivity • Approach to organisational learning and continuous improvement • Creation of a design and tendering environment that is conducive to the development of scalable and future-proofed new methods to modernise delivery and increase productivity. <p>Illustrative examples: outcomes-based specifications enabling alternative approaches to be offered; co-design with users and communities; approaches that invite innovative approaches to be proposed and developed; activities that promote collaboration to access new technologies/green technologies and/or approaches</p> <p>Planned Metrics:</p> <ul style="list-style-type: none"> • Percentage annual cost reduction during the term of the contract (i.e. commitment to achieve 2% savings per annum) • The number of feasible ideas generated / proposed to improve productivity within the contract (supplier must provide sufficient detail in their proposals to demonstrate feasibility) • The number of generated product and/or service innovations relating to Climate Mitigation & Adaptation that have been made available to the wider market / industry • The percentage of accredited carbon literate individuals employed by the Supplier <p>Max 2 Pages.</p>
Scoring Criteria	<p>Scoring shall be based on the 0-5 scoring methodology outlined in Paragraph 28 of Section 10.</p> <p>Maximum Weighting – 100%</p>
[Enter Response here]	

QUESTIONNAIRE Part 3 COMMERCIAL EVALUATION

WEIGHTING 30%

Response Guidance:

Bidders must enter costs by uploading the relevant Attachment **Appendix 2**.

Prices should be submitted in pounds sterling inclusive of any expenses but exclusive of VAT

Bidders will be scored in accordance with the Scoring methodology in the Scoring example of Appendix 2.

Procurement name:	Cost Modelling Support
-------------------	------------------------

Procurement reference:	PP-UKIFS-174
------------------------	--------------

Supplier to insert name	[Supplier name]
-------------------------	-----------------

Instructions:

- You **MUST** fill all required fields and leave **NO** blanks. Failure to fill in the table will result in an invalid return, and may lead to the tender being excluded.
- You **MUST NOT** change the roles in the table to enable fair scoring.

Grade	Daily Rate (£ exc VAT)	Weighting (%)
Partner		5
Managing Consultant / Director		5
Principal Consultant / Associate Director		25
Senior Consultant / Engagement Manager / Project Lead		20
Professional		25
Analyst / Junior Consultant		20

Role Definitions:

Partner / Director (Grade: Partner)

Role: Strategic leader with overall accountability for client relationships, commercial outcomes, and firm reputation.

Responsibilities:

- Sets vision and leads major accounts or practice areas

- Owns executive relationships with client senior leadership
- Responsible for commercial success, risk, and assurance
- Often signs off on deliverables and contracts

Experience: 15+ years

Managing Consultant / Director

Role: Senior leader accountable for delivery across multiple projects or workstreams, often manages a portfolio or programme.

Responsibilities:

- Leads large programmes or frameworks
- Oversees project teams and ensures quality assurance
- Builds client relationships at senior level (C-suite/Director)
- Drives business development and account growth

Experience: 12–15+ years

Principal Consultant / Associate Director

Role: Experienced delivery lead, managing complex engagements and supervising multiple consultants.

Responsibilities:

- Leads project teams or high-value workstreams
- Advises on strategy, policy, commercial or technical matters
- Provides subject matter expertise and QA of deliverables
- Works closely with stakeholders to influence outcomes

Experience: 8–12 years

Senior Consultant / Engagement Manager / Project Lead

Role: Mid-senior level consultant managing day-to-day delivery and client engagement on a project.

Responsibilities:

- Leads discrete pieces of work or workstreams
- Manages junior consultants and analysts
- Builds client relationships at working level
- Prepares and delivers reports, analysis, and recommendations

Experience: 5–8 years

Consultant / Professional

Role: Core team member delivering analytical, research or operational support within a project.

Responsibilities:

- Undertakes research, modelling, and data analysis
- Drafts deliverables and contributes to workshops
- Supports project planning and stakeholder engagement

Experience: 2–5 years

Analyst / Junior Consultant

Role: Entry-level consultant focused on data gathering, documentation, and basic analysis.

Responsibilities:

- Supports team with research, documentation, and coordination
- Assists in producing materials and reports

- Learns tools, methods, and client engagement skills
Experience: 0–2 years

Appendix H: Draft Contract

CONTRACT REF: **Competitive Flexible Procedure Template (PA 2023)**

Public Procurement Organisation Number: **PCRM-7973-DCBL**

FORM OF AGREEMENT

relating to

Competitive Flexible Procedure Template (PA 2023)

DATED [Status]

BETWEEN

(1) UK Industrial Fusion Solutions (UKIFS)

- and -

(2) [Company]

THIS FORM OF AGREEMENT ("Agreement") is dated [Status] <Insert Date of Contract DD Month YYYY> and made
BETWEEN:

1. **UK INDUSTRIAL FUSION SOLUTIONS (UKIFS)**, a non-departmental public body and whose address is Culham Campus, Abingdon. OX14 3DB. United Kingdom ("the *Client*"); and
2. [Company] **< Supplier Registered Office>** ("the *Consultant*")

WHEREAS:

The Consultant has agreed to execute the following Service for the Client -

Competitive Flexible Procedure Template (PA 2023)

IT IS AGREED as follows:

1. Incorporation of Documents

1.1. This contract comprises the following documents only.

- a) This Form of Agreement.
- b) Contract Data Part 1, set out in Annex 1, including the documents referred to.
- c) Contract Data Part 2, set out in Annex 2, including the documents referred to.
- d) Annex 3 – *additional conditions of contract*
- e) Annex 4 – Conditions Relating to Travel and Subsidence
- f) Annex 5 – KPI Schedule
- g) Annex 6 – Social Value
- h) Annex 7 - Scope provided by the *Client* (Specification)
- i) Annex 8 – Scope provided by the *Consultant*
- j) Annex 9 – Activity Schedule
- k) Annex 10 – IPR
- l) NEC4 Professional Service Contract June 2017 edition.

1.2. For the purpose of identification, the above documents (with the exception of NEC4 Professional Service Contract June 2017 edition) are bound in with this Form of Agreement and have been signed on behalf of the Client and the Consultant.

2. Precedence

2.1. If there is any ambiguity or inconsistency in or between the documents comprising the contract, the priority of the documents is in accordance with the following sequence:

- a) the Contract Data Part One
- b) the *additional conditions of contract*
- c) the other conditions of contract
- d) the Scope provided by the *Client* (Specification)
- e) the Contract Data Part Two
- f) the Scope provided by the *Consultant*
- g) any other document forming part of the contract

3. Execution by Counterparts

- 1.1. This Agreement may be executed in counterparts and both counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts and both counterparts taken together shall be deemed to constitute one and the same instrument.

THUS, this Agreement was executed on the date first above written.

SIGNED on behalf of)
UK Industrial Fusion Solutions)

Signature:

Name:
(BLOCK CAPITALS)

Position:

SIGNED on behalf of)
[Company])

Signature:

Name:
(BLOCK CAPITALS)

Position:

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2023)

Main Option

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in Law and secondary Options, **Y(UK)3**, and **Z** of the NEC4 Professional Service Contract June 2017

The *service* is

Competitive Flexible Procedure Template (PA 2023)

The *Client* is

Name

UK Industrial Fusion Solutions (UKIFS)

Address for communications

Culham Campus, Abingdon, Oxfordshire OX14 3DB

Address for electronic communications

Not Applicable

The *Service Manager* is

Name

Insert

Address for communications

Culham Science Centre, Abingdon, Oxfordshire OX14 3DB

Address for electronic communications

Insert

The authority of the *Service Manager* is to act on behalf of the *Client* except that the *Client's* Procurement representative must concur in any assessment of a Compensation Event or any other financial or contractual agreement.

The Scope is in

The Specification section of this document and any other documentation to which the Specification section refers

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

To be agreed

Early warning meetings are to be held at intervals no longer than

2 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

condition to be met

key date

(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

Insert

The *Client* provides access to the following persons, places and things

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

The *Consultant* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

Insert

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

2 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks

The period between Completion of the whole of the *service* and the *defects date* is

52 weeks

5 Payment

The *currency of the contract* is the

GB Pounds Sterling

The *assessment interval* is

Monthly with assessment dates falling on the last weekday of the month

If the *Client* states any

The *expenses* stated by the *Client* are

Other than in the case of a compensation event, expenses are to be included within the Consultant's labour rates and not charged separately expenses

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is 2 % per annum (not less than 2) above the

Minimum Lending

rate of the Bank of England bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used
If Option C or E is used and the *Client* states any locations

The period within which payments are made is

28 days from the Service Manager's receipt of a correctly submitted invoice on the basis of an accepted assessment

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

share range

Consultant's share percentage

less than % %

from % to % %

from % to % %

greater than % %

If Option C or E is used

The *exchange rates* are those published in

on (date)

6 Compensation events

If there are additional compensation events

These are additional compensation events

Not Applicable

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1) **Not Applicable**

(2)

(3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£1,000,000 (ensure figure pertinent to scale of contract and perceived risks) in respect of each claim, without limit to the number of claims and £.....in aggregate	7 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£1,000,000 (ensure figure pertinent to scale of contract and perceived risks) in respect of each event, without limit to the number of events and £15,000,000 in aggregate.	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000 (ensure figure pertinent to scale of contract and perceived risks) in respect of each event, without limit to the number of events and £[•] in aggregate.	12 months

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Not Applicable

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are

The *Client* provides these additional insurances to be provided

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

the sum
stated above in
respect of the
relevant
insurance.

Resolving and avoiding disputes

The *tribunal* is

Litigation

~~If the *tribunal* is arbitration~~

~~The *arbitration procedure* is~~

~~The place where arbitration
is to be held is~~

~~The person or organisation who will choose an arbitrator if the Parties cannot agree a
choice or if the *arbitration procedure* does not state who selects an arbitrator is~~

The *Senior Representatives* of the *Client* are

Name (1)

Insert

Address for communications

Insert

Address for electronic communications

Insert

Name (2)

Insert

Address for communications

Insert

Address for electronic communications

Insert

~~The *Adjudicator* is~~

~~Name~~

~~Address for communications~~

~~Address for electronic communications~~

~~The *Adjudicator nominating body* is~~

**Chairman of the NEC Users
Group**

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>

1.00

The *base date* for indices is

These indices are

X2: Changes in the law

If Option X2 is used

The *law of the project* is

X3: Multiple currencies (used only with Option A)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated items and

activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange* rates are those published in

on (date)

X5: Sectional Completion

If Option X5 is used

The *completion date* for each section of the *service* is

section	description	completion date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion

If Option X6 is used without Option X5 The bonus for the whole of the *service* is per day

If Option X6 is used with Option X5 The *bonus* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>service</i> is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>service</i> are		<input type="text"/>

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond

If Option X13 is used

The amount of the performance bond is



X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

 The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

 The *end of liability date* is years after the Completion of the whole of the *service*

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used The *KPI schedule* for Key Performance Indicators is in

 A report of performance against each Key Performance Indicator is provided at intervals of **3** months

X29: Climate change

If Option X29 is used The *performance table* is in

If no *climate change plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first climate change plan for acceptance is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *Consultant* is/is not to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

 The *account holder* is the *Consultant*/the Parties (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract

Y(UK)1 the following entry
is added to the table for
Y(UK)3

The provisions of
Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Annex 3 & 4

Z4.6 The *period for retention of documents* is **7 years** following
Completion or earlier termination

PART TWO – DATA PROVIDED BY THE *CONSULTANT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

 %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

5 Payment

If the *Consultant* states expenses

The *expenses* stated by the *Consultant* are any

item

amount

If Option A or C is used

The *activity schedule* is

The tendered total of the Prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

X29: Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead

are location

overhead percentage

 % % %

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person

unit

rate

Annex 3 - Option Z: Additional conditions of contract

The *additional conditions of contract* are

1 Identified and defined terms

At the end of clause 11.2 add the following defined terms:

- (23) "**Applicable Law**" means any and all relevant and applicable statute, law, regulation, by-law, statutory instrument, directive, decision, judgment, rule, order, consent or delegated or subordinate legislation, or any modification or amendment of any of the foregoing having the force of law in England, amended or interpreted from time to time. References to "law of the contract" and "applicable law" shall be deemed to be references to "Applicable Law".
- (24) "**Alternative Online System**" has the same meaning as provided for in regulation 5(10) of the PR24
- (25) "**Associated Person**" has the same meaning as provided for in section 26(4) of the Procurement Act.
- (26) "**CDP**" means the central digital platform as defined in regulation 5(2) of the PR24.
- (27) "**Connected Person**" has the same meaning as provided for in paragraph 45 of Schedule 6 of the Procurement Act.
- (28) "**Confidential Information**" means all confidential information relating to the *service* and the *Client's* project in connection with which the *service* is to be provided including but not limited to any information disclosed by the *Client* under this contract.
- (29) "**Debarment List**" has the same meaning as provided for in section 57(5) of the Procurement Act.
- (30) "**DOTAS**" means the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable 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.
- (31) "**Electronic Invoice(s)**" means an invoice which is issued, transmitted and received in a structured electronic format that allows for its automatic and electronic processing. The "required electronic form" means a form that—

- (a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice), and
 - (b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution.
- (32) **“Environmental Information Regulations”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relative Government department in relation to such regulations.
- (33) **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relative Government department in relation to such legislation.
- (34) **“Force Majeure”** is limited to:
 - Earthquake, windstorm, or other natural disaster;
 - official strike or industrial action which prevents or demonstrably delays the Provision of the Service provided that such strike, industrial action is of a national or regional nature, does not affect the site alone and is not restricted to the employees of the *Consultant* or any sub-contractor;
 - war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - terrorist attack, civil war, civil commotion or riots; or
 - nuclear, chemical or biological contamination or sonic booms.

For the avoidance of doubt but without limitation Force Majeure shall not include any inability on the part of the *Consultant* for reasons beyond its control to secure such labour, goods or materials as are essential to the provision of the *service*.”

- (35) **“Good Industry Practice”** means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced consultant engaged in activities of a similar scope and complexity to those that are the subject of this contract and under

the same or similar circumstances, where such consultant is seeking to comply with its contractual obligations and all Applicable Law and Regulatory requirements.”

(36) **“Information”** is information as defined in Section 84 of the FOIA and which relates to the contract (or any preceding tender process leading up to it), the *Consultant*, or any Subcontractor, of the *services*.

(37) **“Occasion of Tax Non-Compliance”** is where any tax return of the *Consultant* 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 *Consultant* 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, or
- the failure of an avoidance scheme which the *Consultant* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime, and
- where any tax return of the *Consultant* 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 Contract Date or to a civil penalty for fraud or evasion.

(38) **“Procurement Act or PA23”** means the Procurement Act 2023 (as may be amended from time to time).

(39) **“Procurement Review Unit”** means the appropriate authority under the procurement Act, including its successors and assigns.

(40) **“PR24”** means the Procurement Regulations 2024 (as may be amended from time to time).

(41) **“Regulator”** means any statutory authority being any governmental or local authority, statutory undertaker or other body of competent jurisdiction which has any jurisdiction with regard to the *service* and/or the performance of the *Consultant's* obligations under the contract and/or with whose requirements the *Client* is required or accustomed to comply and/or with whose systems the *service* are or will be connected.

(42) **“Regulatory Requirements”** means any legally enforceable requirement of any Regulator and any condition, stipulation, proviso, restriction or requirement of any licence, authorisation, consent, omission, order, permit, warrant, approval or notice

(whether obtained by the *Client* or by the *Consultant*) required in order to enable the *Consultant* to Provide the Service or otherwise required in connection with the service and any condition precedent or other requirement of any Regulator which must be satisfied prior to the grant, issuance, renewal, variation, extension, continuation and/or reconfirmation of any such licence, authorisation, consent, permission, order, permit, warrant, approval or notice.

- (43) “**Relevant Requirements**” are all Applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
- (44) “**Relevant Tax Authority**” is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Consultant* is established.
- (45) “**Request for Information**” or “**Request**” means a request for information or an apparent request under the Code of Practice on access to Government Information, FOIA or the Environmental Information Regulations.
- (46) “**Working Day**” means any day other than a Saturday or Sunday or a public or bank holiday in England.

Core Clauses

- 1 **GENERAL**
- 17A **Bribery Act 2010**
- 17A.1 Insert new clause 17A.1: “The *Consultant* shall:
- Comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (‘Relevant Requirements’); and
 - Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - Comply with the Client’s procedures relating to ethics and Propriety, as highlighted to you from time to time (‘Relevant Policies’); and
 - Not do, or omit to do, any act that will cause or lead the Client to be in breach of any of the Relevant Requirements; and
 - Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 17A, and will enforce them where appropriate. The Consultant shall provide such supporting evidence of compliance as the Client (Client) may reasonably request; and

[Confidential Information]

- If requested, other than in relation to a breach of this Clause 17A, provide the Client with any reasonable assistance, at the Client's reasonable cost, to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;"

17A. Insert new clause 17A.2: "The *Consultant* warrants and represents that
2 neither the *Consultant* nor any of its officers, employees or other persons associated with it;

- Has been convicted of any offence involving bribery or corruption, fraud or dishonesty; or
- Having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- Has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts; or
- The *Consultant* shall immediately notify the *Client* if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this clause 17A or repeat the warranties set out in clause 17A at the relevant time."

18 Prevention

Delete Clause 18.1 and replace with:

18.1 If an event or circumstance occurs which stops the *Consultant* Providing the Service, and which is a Force Majeure, then the *Service Manager* gives an instruction to the *Consultant* stating how the *Consultant* is to deal with the event or circumstance."

2 THE CONSULTANT'S MAIN RESPONSIBILITIES

20 Providing the Service

20.1 Insert at the end of the sentence ", the Contract and Applicable Law".

20.2 Delete Clause 20.2 in its entirety and replace with, "The *Consultant's* obligation is to use the skill and care consistent with Good Industry Practice."

24.3 Insert new clause 24.3 as follows:

"The *Consultant* includes provisions which mirror (or in the case of payment periods shorten) those set out in section 5 of this contract."

24.4 Insert new clause 24.4 as follows:

If section 72 of the Procurement Act applies, the *Client* may direct that the *Consultant* enter into a legally binding arrangement with a Subcontractor or for the purpose of that Subcontractor or supplier performing all or part of the contract (as required or indicated). If a Subcontractor or supplier fails to enter into a legally binding arrangement as directed by the *Client*, the *Client* may

- direct the *Consultant* to enter into a legally binding arrangement with another appropriate supplier (as defined in section 72(3), or
- terminate this contract.

25 Assignment

- 25.1 Replace Clause 25.1 in its entirety with: “The *Client* (and any assignee from the *Client* and any sub-assignee from any such assignee or sub-assignee) may assign, subcontract or delegate any or all of its rights and obligations under this agreement:
- without requiring the consent of the *Consultant* or any third party; and without incurring any payment obligation or other additional liability.”
- 25.2 Insert new clause 25.2: “The *Consultant* shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.”
- 25.2 Insert new clause 25.3: “The *Client* may assign or transfer all or any rights under or arising out of this contract at any time without the prior consent of the *Consultant* to any of *Client* subsidiaries. Any such assignment shall take effect upon the *Consultant*’s receipt of written notice of the same.”

26 Disclosure

- 26.1 Replace Clause 26.1 in its entirety with: “The *Consultant* does not disclose information obtained in connection with the *Services* except when necessary to carry out his duties under this contract.”
- 26.2 Insert into Clause 26.2: the word “written” before the word “agreement.”

29 Compliance with Cyber Essentials Accreditation

Insert new Clause 29: “The *Consultant* is required to hold and maintain through the life of the contract Cyber Essentials or Cyber Essentials Plus accreditation. The *Client* may terminate under core clause 91.2 (R11) if the *Consultant* fails to comply with the minimum requirement for Cyber Essentials accreditation.”

3 TIME

31 Programme

- 31.4 Insert new Clause 31.4: “In addition to any other reasons set out in the Agreement a further reason for the *Service Manager* not accepting a revised programme, is that the revised programme does not comply with the *Client*’s funding constraints.”
- 31.5 Insert new Clause 31.5: “The *Consultant* may not accelerate or re-programme any elements of the contract without the *Service Manager*’s acceptance. A reason for not accepting the acceleration or revised programming is that this does not meet the *Client*’s funding constraints.”

5 PAYMENT

51 Payment

- 51.1A Insert new Clause 51.1A: “the invoice referred to in Clause 51.1 is a tax invoice that separately identifies applicable VAT. The *Consultant* submits it to: UK Atomic Energy Authority Accounts Payable, Culham Campus, Bldg C7/1/Finance Abingdon, Oxfordshire OX14 3DB.
AccountsPayable@ukaea.uk

Copies are sent to the Service Manager at the same time.

- 51.6 Insert new clause 51.6 as follows:

“All invoices submitted by the *Consultant* are Electronic Invoices”.

- 53.3 In the second bullet point, delete “the *Adjudicator*” and replace with “mediation”.

- 53.3 Delete all the words after “*tribunal*” and replace with “within four weeks if not resolved under bullet point two.”.

- 53.4 Delete the second bullet point.

6 COMPENSATION EVENTS³

61 Notifying compensation events

The *Consultant* immediately notifies the *Client*’s Procurement representative of the following:

- early warning notifications issued to the *Service Manager*.
- compensation event notifications issued to the *Service Manager*.
- notifications issued to the Adjudicator.
- termination notifications issued to the *Service Manager*.

The *Client*’s Procurement representative may attend early warning meetings at its discretion.

63 Assessing Compensation Events

- 63.14 Insert new clause 63.14, “When assessing a compensation event, the *Consultant* ensures that the evaluation and substantiation of travel expenses, subsistence and similar conforms to the Conditions Relating to Travel and Subsistence, set out in Annex 4.

7 RIGHTS TO MATERIAL

70 The Parties’ use of material

- 70 Delete **Clause 70** and replace with:

“70.1 **DEFINITIONS AND INTERPRETATION**

³ Note UKIFS is required under s.75 of the Procurement Act 2023 to publish a contract change notice prior to a qualifying modification taking place (copy of modified contract for public contracts over £5m) unless the modification (A) increases/decreases the contract value by 15% or less or (B) increases/decreases the term by 10% or less of the maximum term provided for on award. See s.74 and Schedule 8 of the Act for further information regarding permitted contract modifications.

[Confidential Information]

70.1.1 In this clause, the following words and expressions shall have the meanings set respectively against them:

“Client Materials” means all documents, information, items and materials in any form (whether owned by the *Client* or a third party), which are provided by the *Client* to the *Consultant*.

“Client Background IPR” all Intellectual Property Rights in the Client Materials including but not limited to any Intellectual Property Rights outlined in Annex 10 of this contract as updated from time to time.

“Confidential Information” means all confidential information relating to the *services* and the *Client’s* project in connection with which the *services* are to be provided including but not limited to any information disclosed by the *Client* under this contract.

“Consultant Background IPR” means Intellectual Property Rights which were (before the date of this contract) owned, made available, licensed or used by the *Consultant* including but not limited to any Intellectual Property Rights outlined in Annex 10 of this contract as updated from time to time or in any event any existing Intellectual Property Rights which are or have been developed independently of this contract and in each case is necessary or desirable to enable a *Client* to receive and use the *services*.

“Foreground IPR” means all Intellectual Property Rights generated during the course of delivering the *services*, regardless of whether it was generated by one or more parties or by a third party or parties on its or their behalf respectively including but not limited to any Intellectual Property Rights included in any results or deliverables generated in the performance of work under this contract or resulting from studies analyses or tests that are conducted in the performance of work under this contract.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Sub-contract” means any contract or other terms of engagement entered into by the *Consultant* for the purpose of delivering any of the *services* required under this contract.

“Third Party IPR” means any Intellectual Property Rights owned by a third party but used in any form by the *Consultant* in connection with this contract.

70.1.2 This clause shall constitute 'an agreement to the contrary' for the purposes of Section 48(5) of the Copyright, Designs and Patents Act 1988.

70.1.3 The terms of this clause shall survive any cessation, termination or expiry of the contract.

70.2 BACKGROUND IPR

70.2.1 *Client Background IPR*

70.2.1.1 The *Client* and its licensors shall retain ownership of all Client Background IPR.

70.2.1.1 The *Client* grants to the *Consultant* a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Background IPR for the term of this contract for the purpose of providing the *services* to the *Client*.

70.2.2 *Consultant Background IPR*

70.2.2.1 The *Consultant* and its licensors shall retain ownership of all Consultant Background IPR.

70.2.2.2 The Consultant hereby grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, non-exclusive, worldwide, perpetual, irrevocable, sub-licensable and royalty-free licence to use, copy, modify, retain and develop the Consultant Background IPR for the purpose of receiving and using the services and to enable the Client to make full use of, commercialise and exploit the Foreground IPR.

70.2.2.3 To the extent not already provided to the Client, the Consultant shall deliver a copy of the Consultant Background IPR to the *Client* on request.

70.2.3 *Third Party IPR*

70.2.3.1 Where any Consultant Background IPR constitutes Third Party IPR then prior to utilising such Third Party IPR in relation to this contract, the *Consultant* shall take all reasonable measures to secure on behalf of the *Client* the same rights in such Third Party IPR as licenced under clause 70.**Error! Reference source not found.** and shall raise for the attention of the *Client* any restriction in such rights so that the *Client* can, in its absolute discretion, determine the extent to which such Third Party IPR can be used by the *Consultant*.

70.2.3.2 At its own expense the *Consultant* shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this contract.

70.3 FOREGROUND IPR

70.3.1 Ownership of Foreground IPR

- 70.3.1.1 All Foreground IPR shall vest in and be the property of the *Client* and the *Consultant* hereby assigns to the *Client* absolutely with full title guarantee and free from all third party rights all its present and future rights, title and interest in the Foreground IPR throughout the world together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPR and the *Consultant* shall take all necessary measures to secure that vesting.
- 70.3.1.2 On request, the *Consultant* shall demonstrate to the *Client's* satisfaction that, where it has sub-contracted work under the contract, it has secured such vesting in the work performed by its Subcontractors so as to permit it to make the assignment required under clause 70.3.1.
- 70.3.1.3 The *Client* may use, have used, copy and disclose the Foreground IPR by itself or through third parties for any purpose whatsoever.
- 70.3.1.4 The *Consultant* waives all moral rights to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction and if requested by the *Client* the *Consultant* shall provide the *Client* with written absolute waivers from all authors of the Foreground IPR in relation to any moral rights.
- 70.3.1.5 The *Consultant* shall, promptly at the *Client's* request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the *Client* may from time to time require for the purpose of securing for the *Client* all right, title and interest in and to the Intellectual Property Rights assigned to the *Client* in accordance with clause 70.3.1.

70.3.2 IPR Warranty

- 70.3.2.1 The *Consultant* warrants that:

[Confidential Information]

- 70.3.2.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Foreground IPR;
- 70.3.2.1.2 it has not licensed or assigned any of the Foreground IPR;
- 70.3.2.1.3 the Foreground IPR is free from any security interest, option, mortgage, charge or lien;
- 70.3.2.1.4 it is unaware of any infringement or likely infringement of any of the Foreground IPR;
- 70.3.2.1.5 as far as it is aware, all Foreground IPR is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Foreground IPR;
- 70.3.2.1.6 the receipt, use and onward supply of the *services* (excluding the Client Materials) by the *Client* and its sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 70.3.2.1.7 the Foreground IPR constitutes its original work and have not been copied wholly or substantially from any other source.

70.4 IPR INDEMNITY

- 70.4.1.1 The *Consultant* shall indemnify the *Client* against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the *Client* arising out of or in connection with:
 - 70.4.1.1.1 any breach of the warranties contained in clause 70.3;

70.4.1.1.2 any infringement or alleged infringement by the *Consultant* or its suppliers of any copyright, database right, design right or the like protection in any part of the world in respect of any item to be supplied under this contract or otherwise in the performance of this contract;

70.4.1.1.3 any misuse of any confidential information, trade secret or the like by the *Consultant* in performing this contract;

70.4.1.1.4 any provision to the *Client* of any information or material which the *Consultant* does not have the right to provide for the purpose of this contract;

70.4.1.1.5 any breach of the obligations contained in clause 70.**Error! Reference source not found.**; and

70.4.1.1.6 the enforcement of this contract.

70.4.1.2 At the request of the *Client* and at the *Consultant's* own expense, the *Consultant* shall provide all reasonable assistance to enable the *Client* to resist any claim, action or proceedings brought against the *Client* as a consequence of a breach of clause 70.4.1.1.

70.4.1.3 If a payment due from the *Consultant* under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the *Client* shall be entitled to receive from the *Consultant* such amounts as shall ensure that the net receipt, after tax, to the *Client* in respect of the payment is the same as it would have been were the payment not subject to tax.

70.5 FURTHER ASSURANCE

Each of the *Client* and the *Consultant* will do any act or thing or execute any document that is reasonably necessary to give full effect to the provisions of this clause 70."

8 LIABILITIES AND INSURANCE

83 Insurance cover

83.3 In the insurance table delete the words: “normally used by professionals providing services similar to the service” and replace with: “consistent with Good Industry Practice.”

87 Limitation of Liability

87.1 Delete the words “the Contract Data” from the first paragraph of Clause 87.1 and replace with “the insurance table”

Append the following after the final bullet point of Clause 87.1:

- any liability of the *Consultant* to the *Client* under this Agreement for costs incurred by the Client in enforcing this contract;
- interest payable by the *Consultant* under this Agreement on any monies owed by the *Consultant* pursuant to this contract; and
- fraud of the Nominated Staff or of any other representative of the *Consultant*.

87.2 Insert new Clause 87.2 as follows: “No Party shall be liable to any other Party for:

- any indirect special or consequential loss or damage; or
- any loss of profits, turnover, business opportunities, damage to goodwill (whether direct or indirect) or anticipated savings, arising out of or in connection with this Agreement.”

9 TERMINATION⁴

90 Termination

90.2 Amend the Termination Table in Clause 90.2 as follows: delete “R1-R15, R18 or R22” and replace with “R1-R15, R18 or R22-25.”

90.5 Insert new Core Clause 90.5 as follows: “The *Client* shall be entitled to pay and employ other entities to perform all or part of any activities terminated under this contract for any reason without any liability to the *Consultant*.”

91 Reasons for Termination

91.9 Insert new clause 91.9: “The *Client* may terminate under the second bullet point of clause 91.3 (R15) if the *Consultant* substantially fails to comply with Health, Safety and Environmental legislation and/or the requirements of the Services Information in so far as they relate to health, safety and the environment.”

91.10 Insert new Core Clause 90.6 as follows: “The *Client* may terminate at any time and for any reason on giving reasonable notice to the *Consultant* such notice being not less than 3 Months (“Termination for Convenience”)(R23)”.

91.11 In the event that:

⁴ Note the UKIFS is required under s.80 of the Procurement Act 2023 to public a contract termination notice within 30 days of a public contract terminating.

.1 the *Client* considers that the contract was awarded or modified in material breach (as defined in section 78(12) of the Procurement) of the Procurement Act or regulations made under it;

.2 the *Consultant* has, since the award of this contract, become an excluded supplier or excludable supplier (including by reference to Connected Person or an Associated Person) in accordance with the terms of the Procurement Act;

.3 a Subcontractor (other than an Associated Person) to which the *Consultant* is sub-contracting the performance of all or part of this contract is an excluded or excludable supplier in accordance with the terms of the Procurement Act,

the *Client* may terminate this contract once the *Client* has complied with the terms of clause 91.12 (R24).

91.12 The *Client* has:

.1 notified the *Consultant* of its intention to terminate;

.2 specified the termination ground which applies and the basis on which the *Consultant* has decided to terminate the contract;

.3 given the *Consultant* reasonable opportunity to make representations about:

- whether a termination ground applies; and
- the *Consultant's* decision to terminate, before terminating the contract.

.4 given the *Consultant* reasonable opportunity, to:

- cease sub-contracting to the excluded or excludable Subcontractor, and
- if necessary, find an alternative Subcontractor to which to sub-contract,

before terminating the contract.

91.1 For the purposes of clause 91.11, the *Client* may consider the
3 *Consultant* excluded or excludable by reference to placement on the Debarment List.

91.14 In the event that the *Client* has complied with the requirements of clauses 91.11 to 91.12, the *Client* shall be entitled to terminate the contract with immediate effect.

91.15 The *Client* may terminate when clause X20.7 applies (R25).

Option X20 Key Performance Indicators (not used with Option X12)

Delete the clauses in Option X20 and replace in their entirety with:

X20.1 A Key Performance Indicator is an aspect of performance by the *Consultant* for which a target is stated in the KPI Schedule. The KPI Schedule is the *KPI*

Schedule unless later changed in accordance with the contract.

X20.2 A Key Performance Indicator may be set under and for the purposes of section 52 of the Procurement Act.

X20.3 From the *starting date* until Completion, the *Consultant* reports to the *Service Manager* its performance against each of the Key Performance Indicators. Reports are provided at the intervals stated in the Contract Data.

X20.4 Reports and the information contained therein may be used in any contract performance notice published by the *Client*. The *Client* sets out within any contract performance notice such information as complies with regulation 39 of the PR24.

X20.5 If the target stated for a Key Performance Indicator is improved upon or achieved the *Consultant* will receive a grading of Good as provided in the KPI Schedule.

X.20.6 If the *Consultant's* performance against a Key Performance Indicator will not achieve the target stated in the KPI Schedule, it submits to the *Service Manager* its proposals for improving performance within such timeframe as reasonably advised by the *Client*.

X20.7 If, following compliance with clause X20.6, the *Consultant's* performance against a Key Performance Indicator(s) achieves a grading of Inadequate, the *Client* shall be entitled to terminate this contract in part or in whole under clause 91.15.

X20.8 If this contract is terminated under clause X20.7 the *Client* shall issue a contract performance notice or contract termination notice, as applicable, within the meaning and containing the details required by the Procurement Act and PR24.

X20.9 The *Client* may add or remove a Key Performance Indicator from the KPI Schedule.

Additional Clauses

Add the following new clauses:

"Z1 Modern Slavery

Z1.1 The *Consultant* shall at all times comply with:

- all Applicable Laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015, and
- any anti-slavery policy adopted by the *Client* from time to time.

Z1.2 The *Consultant* shall implement and maintain throughout the duration of the contract due diligence procedures for its own suppliers, subcontractors

(including Subcontractors) and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

Z1.3 The *Consultant* shall notify the *Client* as soon as it becomes aware of:

- any breach, or potential breach, of any anti-slavery policy adopted by the *Client* from time to time, or
- any actual or suspected slavery or human trafficking in a supply chain which has a connection with the contract.

Z1.4 The *Consultant* shall permit the *Client*, and any person nominated by it for this purpose, to have such access on demand to the *Consultant's* premises, personnel, systems, books and records as the *Client* may require to verify the *Consultant's* compliance with this Clause Z1."

Z2 Payment of Subcontractors

Where the *Consultant* enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the *Consultant* to the Subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

"Z3 Audit and the National Audit Office

Z3.1 The *Consultant* shall keep and maintain until seven (7) years after Completion of the whole of the *service* full and accurate records of this contract including the provision and completion of the *service* under it, all expenditure reimbursed by the *Client*, and all payments made by the *Client*. The *Consultant* shall on request afford the *Client* or the *Client's* representatives such access to those records as may be requested by the *Client* in connection with this contract."

"Z4 Freedom of Information

Z4.1 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Consultant* therefore acknowledges that the *Client* may be obliged, on request, to provide or consider the provisions of Information to third parties where that Information constitutes or may constitute Confidential Information. The *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

Z4.2 The *Consultant*:

- transfers to the *Service Manager* all Requests for Information that it or its Subcontractors receive as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information,

[Confidential Information]

- provides the *Service Manager* with a copy of all Information in its or its Subcontractors' possession, or power as the *Service Manager* considers reasonably relevant to the Request in the form that the *Service Manager* requires as soon as practicable and in any event within five Working Days of the *Service Manager's* request for that Information and supply any follow up Information required by the *Service Manager* thereafter within 2 Working Days of the *Service Manager's* follow up request,
- provides all necessary assistance as reasonably requested by the *Service Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, and
- procures that its Subcontractors do likewise.

For the purposes of this Clause Z4.2 "Working Day" has the meaning given in Section 10 of the FOIA.

- Z4.3 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- Z4.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.
- Z4.5 The *Consultant* acknowledges that the *Client* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (or any replacement or revision of that Code), be obliged to disclose information that is or may be Confidential Information:
- i. in certain circumstances without consulting or obtaining consent from the *Consultant*; or
 - (ii) following consultation with the *Consultant* and having taken the *Consultant's* views into account, provided always that where this clause Z4.5 applies, the *Client* shall, in accordance with the recommendations of the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (or any replacement or revision of that Code), draw this to the attention of the *Consultant* prior to any disclosure.
- Z4.6 The *Consultant* ensures that all information is retained for disclosure throughout the period for retention and permits the *Service Manager* to inspect such records as and when reasonably requested from time to time.
- Z4.7 Subject to the *Client* complying with its obligations under this Clause Z4, the *Client* shall not be liable for any loss, damage, harm or other detriment suffered by the *Consultant* or any Subcontractor arising from the disclosure of any Information whether or not such Information is Confidential Information falling within the scope of the FOIA or EIR.

- Z4.8 The *Consultant* shall indemnify the *Client* against all claims, demands, actions, costs proceedings and liabilities that the *Client* incurs due to the *Consultant's* or any Subcontractor's breach of this Clause Z4.
- Z4.9 The *Consultant* shall ensure that the terms of any sub-contract which it enters into with a Subcontractor replicate the provisions of this Clause Z4 such that the *Client* has the same rights against a Subcontractor as it does against the *Consultant* under this Clause Z4."

"Z5 Tax Compliance

- Z5.1 The *Consultant* represents and warrants that at the Contract Date, it has notified the *Client* 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.
- Z5.2 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall:
- notify the *Client* in writing of such fact within 5 days of its occurrence, and
 - promptly provide to the *Client*,
 - details of the steps which the *Consultant* is taking to address the Occasions 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 *Client* may reasonably require."

Z6 Transparency

- Z6.1 The *Consultant* shall immediately notify the *Client* of the *Consultant*, an Associated Person or Subcontractor being placed on the Debarment List and/or of any matter that will result in the *Consultant*, an Associated Person or Subcontractor being an excluded or excludable supplier under the terms of the Procurement Act.
- Z6.2
- Z6.3
- Z6.4 The *Consultant* shall, as required by the Procurement Act and PR24, provide, publish and keep up to date all necessary information, including core supplier information (as defined by the PR24) on the CDP.
- Z6.5 The *Consultant* shall comply with any requests for information and/or investigations by the Procurement Review Unit.
The *Client* shall issue a contract details notice containing the information prescribed by the Procurement Act and PR24. Furthermore, if the tendered total of the Prices exceeds £5,000,000, the *Client* shall publish a copy of this
- Z6.6

contract. with such redactions as permitted by section 94 of the Procurement Act.

Z6.7

Z6.8

The *Consultant* accepts and acknowledges that the *Client* shall publish such information as it is required or entitled to pursuant to the Procurement Act and PR24 regarding the *Consultant*, an Associated Person, a Subcontractor or this contract, whether on the CDP, an Alternative Online System or otherwise. The *Consultant* shall not be liable for any loss, damage, harm or other detriment suffered by the *Client*, an Associated Person or Subcontractor arising from the disclosure or publication of any information pursuant to this clause Z6.5, whether or not such Information is Confidential Information.

The *Consultant* shall include within its payment compliance notices (as defined by the Procurement Act) relevant information (including but not limited to the information prescribed by the PR24) regarding payments made under this contract.

The *Consultant* shall publish specified information (as prescribed by the Procurement Act and PR24) about any payment of more than £30,000 made under this contract.

This contract is subject to the Procurement Act and as such the *Client* is required to publish various notices regarding this contract on the CDP and Delta e-sourcing. The *Consultant* hereby agrees to the inclusion of such information as the *Client* deems necessary to comply with the notification obligations contained within the Procurement Act. Furthermore, the *Consultant* shall provide such information and assistance as is necessary to enable the *Client* to publish any and all notices within the timeframes required by the Procurement Act.

Z7

Conflicts of Interest

The *Consultant* shall provide to the *Client* such information as it requires within such timeframe(s) as the *Client* sets, to enable the conflicts assessment prepared in accordance with section 83 of the Procurement Act to be reviewed and revised as necessary. In particular, the *Consultant* shall provide such information under this clause Z7 to enable the *Client* to provide the confirmation required pursuant to section 83(5) of the Procurement Act when publishing any relevant notices (as defined in section 58(6) of the Procurement Act). The *Consultant* must immediately advise of any perceived or actual conflicts of interest (as defined in section 81 of the Procurement Act).

Z8

Social Value

Z8.1

The *Consultant* delivers the social value initiatives listed in Annex 6.

Z8.2 The *Consultant's* compliance with Annex 6 shall, if stated, be measured by a Key Performance Indicator.

Z8.3⁵ Where, during the contract, local employment opportunities are being created for the purpose of performing the contract, the *Consultant* or a Subcontractor need to hire staff for a role based in the United Kingdom the role should be published on the Governments' 'Find a Job' website and include the location at which the staff would be expected to perform the role.

Z8.4 Without prejudice to any action under Annex 5, the *Consultant* proposes and implements alternative social value initiatives, as directed or agreed by the *Client*, if those listed in Annex 6 are not being implemented.

Z9 (Data Protection)

Z9.1 Definitions:

"Data Protection Legislation" is (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

"Personal Data" takes the meaning given to that term in the UK GDPR.

"Controller", "processor", "data subject", "processing" and "appropriate technical and organisational measures" are as defined in the UK GDPR.

"UK GDPR" has the meaning given to it in section 3 of the DPA 2018).

Z9.2 For the purposes of this contract and the Data Protection Legislation

- the *Client* is the controller and
- the *Consultant* is the processor.

Z9.3 The *Consultant* processes the Personal Data in accordance with (and so as not to put the *Client* in breach of) the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under this contract.

Z9.4 The *Consultant* processes the Personal Data in accordance with (and so as not to put the *Client* in breach of) the Data Protection Legislation and

⁵ Clause Z8.3 includes the drafting provided for in PPN 002 in relation to the advertisement of local employment opportunities.

only to the extent necessary for the purpose of performing its obligations under this contract.

- Z9.5** The *Consultant* has in place and maintains until the *defects date* appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.
- Z9.6** The *Consultant* immediately notifies the *Service Manager* if it receives
- a request from any person whose Personal Data it holds to access its Personal Data or
 - a complaint or request relating to the *Client's* obligations under the Data Protection Legislation.
- Z9.7** The *Consultant* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including
- providing full details of the complaint or request,
 - complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
 - promptly providing the *Service Manager* with any Personal Data and other information it has requested.
- Z9.8** The *Consultant* allows the *Client* to conduct periodic audits of the *Consultant's* compliance with the Data Protection Legislation. The *Consultant* complies with the instructions of the *Service Manager* to enable such audits to be carried out.
- Z9.9** The *Consultant* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.
- Z9.10** The *Consultant* immediately notifies the *Service Manager* on becoming aware of any breach of this clause or of the Data Protection Legislation by the *Consultant* or any Subcontractor.
- Z9.11** The *Consultant* does not process the Personal Data outside the UK without the prior agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Consultant* complies with the instructions of the *Service Manager* and its obligations under the Data Protection Legislation, and provides an adequate

level of protection to any Personal Data that is transferred. The *Client* or the *Consultant* provides appropriate safeguards in relation to the transfer and ensures that the data subject has enforceable rights and effective legal remedies.

1.2 Annex 4 – Conditions Relating to Travel and Subsistence

(a) T & S General Policies

The UKIFS T&S Policy shall apply to all T&S payments. UKIFS will only be liable for T&S expenses up to the travel rates quoted below

T&S expense claims are to be supported by receipts or invoices in all cases

T&S issues such as "Home Base" shall be agreed with UKIFS contract manager prior to costs being incurred by the Potential Supplier

T&S will be charged at the cost incurred by the Potential Supplier subject to their compliance with the UKIFS T&S terms and conditions

No handling charge or profit will be applied to T&S expenses

No Normal or Incentivised Profit will be applied to T&S expenses

(b) Allowable Expenses - Travel and Subsistence.

Payments are intended to meet the extra costs incurred when away from home and/or the normal workplace in providing the Services, which where not covered within the labour selling rates applicable to this Agreement.

Individuals will be reimbursed on the basis of reasonable expenses actually incurred. The expenditure must be supported by receipts. In the exceptional circumstances where it is not possible to obtain a receipt, UKIFS will repay that expense, provided that it is within the terms of this policy and agreed with the UKIFS contract manager

(c) Overnight Expenses

Where overnight stays are involved, reimbursement will be on the same basis as detailed above. Overnight accommodation should be arranged which is consistent with the requirement to ensure employees' personal safety, convenience and need to work if necessary, together with the safe custody of any UKIFS materials or equipment for which they may be responsible

As a guide, accommodation standard would normally be 3 star or equivalent hotels for business purposes. In addition, UKIFS will reimburse all reasonable costs including meals.

The cost of an evening meal will include a reasonable level of refreshment taken with the meal. For guidance purposes the cost should be in line with average menu prices in the accommodation used. A reasonable level of refreshment, if alcoholic in nature, is the equivalent of half a bottle of wine

(d) Hire Cars

It is UKIFS Policy that the most cost-effective means of transport be used. However, there is no obligation for individuals to use their own vehicles in providing the services. Even if it is more cost-effective to use a hire car, an individual may still

choose to use his or her car provided that the cost is capped at a hire car equivalent for the business trip

It is the individual's responsibility to ensure that the car they are using is properly insured for the relevant journey

(e) Authorisation of Expenses

Expenditure that is not within this expense policy will not be authorised.

All expenditure shall be itemised on the claim form and be supported by receipts

(f) Mileage Rates

The business mileage rates which are to be applied to this contract are as follows:

Car Mileage	£ Rate / Mile	Comments
Car Mileage (Pre- authorised)	0.45	Capped at the hire car equivalent
Motorcycle	0.24	Business mileage

Company / Lease Car (Pre-authorised) see table below Business mileage

Car Mileage	£ Rate/Mile			
Petrol LPG Engine Size	Petrol	LPG	Diesel Engine Size	Diesel
1400cc or less	0.12	0.07	1600cc or less	0.10
1401cc - 2000cc	0.15	0.09	1601cc - 2000cc	0.12
2001cc and over	0.22	0.13	2001cc and over	0.13

Petrol Hybrid cars are treated as petrol cars for this purpose

(g) Accommodation & Subsistence Expenses (Based on 24 Hours)

The following rates include Hotel, Dinner, Bed and Breakfast and sundry expenses such as telephone calls home, newspapers, laundry and drinks:

Accommodation & Overnight Expenses	£ / Night
Inner London Overnight Rate (Within 5 Miles of Charing Cross Station)	130.00
Rest of UK Overnight Rate	105.00
Day Subsistence Expenses (Includes Light Snacks or Refreshments)	£ / Day
Expenses (Excluding meals at UKIFS Site Restaurants)	5.00

(h) Travel Time

UKIFS expects that travel time outside normal working hours will be kept to a minimum

UKIFS will pay for travel time outside UKIFS "normal working hours" at half the Labour Selling Rate of the individual

UKIFS will pay for travel time within UKIFS "normal working hours" at the full Labour Selling Rate of the individual

UKIFS payment for travel time will be restricted to a maximum of 5 hours per round trip and must be based on actual travel hours incurred

UKIFS "normal working hours" are 8.10am to 4.20pm Monday to Friday

UKIFS will not pay for mileage and travel time where the round trip is less than 20 miles

UKIFS will not pay for any mileage or travel time between the individual's home and normal place of work

Annex 5 – KPI Schedule

[The Table below contains examples only of matters that may be subject to the application of a KPI. The measures will need to be considered on a case-by-case basis and updated accordingly.]

Performance Indicator	Target	Measurement Arrangements	Amount of payment or deduction	Grading	
[Delivery]	[Delivery of agreed element of the service by milestone delivery date]	<p>[Reported by <i>Consultant</i></p> <p>Measured by <i>Client</i></p> <p>Measured [monthly][quarterly]</p>	<p>Incentive: £</p> <p>Deduction: £</p>	<p>Good</p> <p>Approaching Target</p> <p>Requires Improvement</p> <p>Inadequate</p> <p>Other</p>	<p>Achieves or exceeds Target</p> <p>[within [●] days/weeks of milestone delivery date]</p> <p>[[●] days/weeks after the milestone delivery date]</p>

[Confidential Information]

					<p>[[●] days/weeks after the milestone delivery date OR [not delivered]]</p> <p>[Performance does not fall within any of the other four descriptions. This rating could be used, for example, where no KPI data has been recorded by for the KPI for the relevant reporting period, for example, where the contract performance notice is published quarterly but performance against the specified KPI on a six monthly basis.]</p>
[Average time to remedy a Defect]	[Number of days]	<p>Reported by <i>Consultant</i></p> <p>Measured by <i>Client</i></p>	<p>Incentive: £</p> <p>Deduction: £</p>	<p>Good</p> <p>Approaching Target</p>	<p>Achieves or exceeds Target</p> <p>[[●] – [●] days to</p>

[Confidential Information]

		Measured [monthly][quarterly]		Requires Improvement	remedy a Defect]
				Inadequate	[[●] – [●] days to remedy a Defect]
				Other	[[●] days or more to remedy a Defect]
					[Performance does not fall within any of the other four descriptions. This rating could be used, for example, where no KPI data has been recorded by for the KPI for the relevant reporting period, for example, where the contract performance notice is published quarterly but performance against the specified KPI on a six monthly basis.]
[Social Value]				Good	

[Confidential Information]

	<p>[Delivery of 100% of social value initiatives (as set out in Annex 7)]</p>	<p>Reported by <i>Consultant</i></p> <p>Measured by <i>Client</i></p> <p>Measured [monthly][quarterly]</p>	<p>Incentive: £</p> <p>Deduction: £</p>	<p>Approaching Target</p> <p>Requires Improvement</p> <p>Inadequate</p> <p>Other</p>	<p>Achieves or exceeds Target</p> <p>[[●] number or value of initiatives delivered]</p> <p>[[●] number or value of initiatives delivered]</p> <p>[[●] number or value of initiatives delivered]</p> <p>[Performance does not fall within any of the other four descriptions. This rating could be used, for example, where no KPI data has been recorded by for the KPI for the relevant reporting period, for example, where the contract performance notice is published quarterly but performance against the</p>
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[Confidential Information]

					specified KPI on a six monthly basis.]
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Annex 6 – Social Value

Annex 7 - Scope provided by the *Client* (Specification)

TECHNICAL REQUIREMENTS AND CONSIDERATIONS

Below is a non-exhaustive list of potential cost modelling/estimation services required by UKIFS:

- Production of cost models for specific areas of the STEP design – Based on input data received, produce cost estimates for equipment or programme phases to an agreed maturity level
- Quantitative risk assessments – Perform QCRA and QSRA on specific areas of the STEP programme or at whole programme level
- Market surveys and comparative studies – Undertake surveys and cost studies for equipment, materials or technologies that are viewed as cost drivers for the STEP Programme
- Power-Bi modelling support – Provide expert Power-BI modelling support to help visualise the STEP cost estimates
- Embedded cost estimation resource – As necessary, provide expert cost estimation resource to supplement the current cost estimation team.

Examples of work packages required:

Work Package	Description
Cost Modelling: Installation / Assembly Cost Studies	<p>Production of a cost estimate for the installation / assembly of the plant equipment for the STEP prototype plant (SPP). Major inputs would be the latest version of the design of both the plant components and the associated buildings, and the construction schedule.</p> <p>It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects, applying some factorisation to account for the fusion specific aspects which would differ from other large infrastructure projects.</p>
Cost Modelling: Commissioning Cost Studies	<p>Production of a cost estimate for the commissioning of the STEP prototype plant. Major input would be the latest version of the plant commissioning plan.</p> <p>It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects, however depending on the maturity of the commissioning plan it may be possible to</p>

	perform a more detailed assessment. It should include some factorisation to account for the fusion specific aspects which would differ from other large infrastructure projects.
Cost Modelling: Transport Cost Studies	Production of a cost estimate for the transportation of components and materials to the West Burton site. The major inputs to this study would be a recent carbon assessment which has captured assumed transports to site, and the latest version of the design of both the plant components and the associated buildings to determine requirements for size and weight of components and materials.
Cost Modelling: Control System Cost Studies	Production of a cost estimate for the Control System for the SPP. It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects. However, where additional detail exists, it may be possible to provide more detailed costs, i.e. for the procurement of specific controllers.
Cost Modelling: OPEX Cost Studies	Production of a cost estimate for the Operating Expenses of running the SPP during the operation phase. The major input will be the Concept of Operations and the Operations Plan. It is anticipated that this study would be delivered using parametric / benchmarking techniques from other relevant projects, however depending on the maturity of the commissioning plan it may be possible to perform a more detailed assessment taking into account the assumed staffing levels, plant utilities requirements etc
Cost Modelling: HCD Market Survey & Supply Chain Identification	Engaging with potential suppliers, the scope of this work package would be to 1) determine the current unit costs of the major Heating and Current Drive components, 2) provide an assessment of the current supply chain capacity, 3) provide an assessment of how both unit cost and supply chain capacity may change targeting the STEP procurement timeline, considering supply chain and technology development, economies of scale etc.

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	<p>It is anticipated that this study will be driven largely by engagement with supplier and so access to the relevant data will be key to delivering this WP.</p>
<p>Cost Modelling: General Design Development</p>	<p>Production of cost estimates for SPP plant equipment that will be identified for assessment during the timescales of this contract.</p> <p>It is expected that these cost estimates would be based on more detailed designs to enable a more mature “bottom-up” assessment, effectively to supersede the current top-down estimates carried out to date.</p>

Note: The titles of the above work packages are a guide to the services required by UKIFS. The respective scopes of the WPs will be agreed and developed later in the tender.

Annex 8 – Scope provided by the *Consultant*

Annex 9 – Activity Schedule

Annex 10 – IPR