**Invitation to Tender:**

**Low Pay Commission Call for Research on the Impacts of the National Minimum Wage, including the National Living Wage, on Businesses for the 2025 and 2026 Reports**

**LPC2024/04**

|  |  |
| --- | --- |
| Name: Tim Butcher | |
| Role Title: Chief economist | |
| Email Address: tim.butcher@lowpay.gov.uk | |
|  | |
|  | Our Reference: LPC2024/04 |
|  | Date: **9 January 2025** |

To Whom it May Concern,

**Invitation to Tender:** Low Pay Commission

**Reference Number:** LPC2024/04

1. You are invited to tender for research to assess the impact of recent increases to the National Minimum Wage (NMW) and the National Living Wage (NLW) on businesses. This is a longer-term project that complements another, shorter-term project we are commissioning that will also look at business impacts.
2. The requirement and subsequent contract shall be for a maximum period of 24 months. The estimated value for the contract is around £80,000 and is exclusive of VAT.
3. This Procurement is being carried out in accordance with the Public Contracts Regulations 2015. Tenderers must submit a tender as a single legal entity. Tenderers can submit a tender as part of a proposed consortium or with named sub-contractors, but the tender must be submitted by a single legal entity that will represent the consortium or group of economic operators.
4. The anticipated date for the contract award decision is 24 February 2025. Please note that this is an indicative date and may change.
5. The clarification period ends on 27 January 2025. **You must submit your tender to arrive no later than 14:00 on 10 February 2025.**

Yours faithfully,

A close-up of a signature

Description automatically generated

Tim Butcher

Chief economist

[**SECTION 1: INTRODUCTION** 5](#_Toc185516509)

[About the Contracting Authority 5](#_Toc185516510)

[Definitions and Interpretation 5](#_Toc185516511)

[**Part A: General** 7](#_Toc185516512)

[**Part B: Disclaimer** 8](#_Toc185516513)

[**Part C: Contract Conditions** 8](#_Toc185516514)

[**Part D: Tender Expenses** 8](#_Toc185516515)

[**Part E: Tendering** 8](#_Toc185516516)

[**SECTION 2: KEY DATES** 9](#_Toc185516517)

[**SECTION 3: TENDER PREPARATION AND SUBMISSION** 9](#_Toc185516518)

[PART A: Tenders for Selected Contract Deliverables 9](#_Toc185516519)

[Part B: Tender Validity 10](#_Toc185516520)

[Part C: Variant Tenders 10](#_Toc185516521)

[Part D: Submission of Tender 10](#_Toc185516522)

[Part E: Pricing 10](#_Toc185516523)

[Part F: Sub-Contracting 11](#_Toc185516524)

[Part G: Consortia 11](#_Toc185516525)

[Part H: Clarifications 11](#_Toc185516526)

[Part I: Changes to Responses 12](#_Toc185516527)

[**SECTION 4 – CONDITIONS OF TENDERING** 13](#_Toc185516528)

[Part A: Conforming to the Law 14](#_Toc185516529)

[Part B: Intellectual Property Rights 14](#_Toc185516530)

[Part C: Changes to a Tenderers Circumstances 15](#_Toc185516531)

[Part D: Confidentiality 15](#_Toc185516532)

[Part E: Publicity Announcements, Transparency, Freedom of Information and Environmental Regulations 16](#_Toc185516533)

[Part F: Conflict of Interest 16](#_Toc185516534)

[Part G: Cyber Essentials 17](#_Toc185516535)

[Part H: Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) 17](#_Toc185516536)

[**SECTION 5 – TENDER EVALUATION** 18](#_Toc185516537)

[Part A: Tender Evaluation Criteria 18](#_Toc185516538)

[Part B: Pricing Evaluation 20](#_Toc185516539)

[Part C: Total Weighted Score 20](#_Toc185516540)

[Part B: Tender Evaluation Matrix 20](#_Toc185516541)

[SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM 26](#_Toc185516542)

[SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM 27](#_Toc185516543)

[SCHEDULE 03 – TENDERERS COMMERCIALLY SENSITIVE INFORMATION FORM 28](#_Toc185516544)

[SCHEDULE 04 – FORM OF TENDER 29](#_Toc185516545)

[SCHEDULE 5 – AUTHORISED PROCESSING OF PERSONAL DATA 31](#_Toc185516546)

[SCHEDULE 06 – CONTRACT CONDITIONS 33](#_Toc185516547)

[SCHEDULE 07 - SPECIFICATION OF REQUIREMENTs 33](#_Toc185516548)

[Part A – Detailed Procurement Requirements 33](#_Toc185516549)

[**Supplier requirements** 40](#_Toc185516550)

[**Contract performance and governance** 41](#_Toc185516551)

# **SECTION 1: INTRODUCTION**

This Invitation to Tender is for researchers to identify and assess the impact of recent increases to the National Minimum Wage (NMW) and the National Living Wage (NLW) on businesses. This is a longer-term project that complements another, shorter-term project we are commissioning that will also look at business impacts.

## About the Contracting Authority

**Low Pay Commission (LPC)**

The Low Pay Commission (LPC) is an independent public body (sponsored by The Department for Business and Trade: DBT) that advises the Government about the National Minimum Wage. There are 9 Low Pay Commissioners drawn from a range of employee, employer and academic backgrounds. All the commissioners serve in an individual capacity. They are supported by a small secretariat, which currently has 9 members of staff.

The Low Pay Commission makes evidence-based recommendations based on:

* commissioned and independent research;
* analysis of relevant data regarding the state of the economy and the impact of the minimum wage;
* consultations with employers, workers and their representatives;
* written and oral evidence from a wide range of organisations; and
* fact-finding visits across the UK to meet employers, employees and representative organisations.

<https://www.gov.uk/government/organisations/low-pay-commission>

## Definitions and Interpretation

* 1. Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Schedule 06: Contract Conditions) shall have the following meanings (to be interpreted in the singular or the plural as the context requires).

|  |  |
| --- | --- |
| TERM | MEANING |
| **“Authority”** | means the Low Pay Commission. |
| **“Conflict of Interest (COI)"** | means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be percieved to compromise their impartiality and independence in the context of the Procurement and/or affect the intergrity of Contract Award and any resultant Contract. |
| **“Contract”** | means the contractually binding terms and conditions set out in Schedule 06 of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement. |
| **“Contract Conditions”** | Means the terms and conditions applicable to this Procurement as referenced in Section 1, Part C below. |
| **“Contract Deliverables”** | means the Services and any assosicated technical data which the winning Tenderer is required to provide under the contract. |
| **“Data Protection Legislation”** | Means (a) the UK GDPR, the Law Enforcement Directive and any applicable national implementing laws as amended from time to time (b) the DPA 2018 to the extent that it related to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply). |
| **“DPA 2018”** | the Data Protection Act 2018. |
| **“EIR”** | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations. |
| **“EU GDPR”** | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law. |
| **“FOIA”** | means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation. |
| **“Information Commissioner”** | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies. |
| **“Invitation to Tender (ITT)”** | means this document together with its Schedules and attachments which the Authority sends out to potential Tenderers to initiate participation in the Procurement. |
| **“Prime Contractor”** | means the single legal entity who will enter into the Contract as named in the Tender. |
| **“Procurement”** | means the procurement exercise detailed in this Invitation to Tender. |
| **“Services”** | means the services to be delivered by the winning Tenderer under the Contract. |
| **"Specification of Requirements”** | means the details of the technical requirements and acceptance criteria of the Contract Deliverables as set out in Schedule 07. |
| **“Supplier”** | Supplier or Suppliers: the contracted Tenderer or Tenderers. |
| **“Tender”** | means the formal offer that the Tenderer makes to the Authority in response to this ITT. |
| **“Tender Submission Deadline”** | means the final date by which Tenderers must submit their Tender as set out in Section 2 of this ITT and as may be amended from time to time by the Authority. |
| **“Tenderer”** | means the single economic operator that submits a Tender in response to this ITT. Where “You” or “Your” is used in this ITT, this means the Tenderer. |
| **“UK GDPR”** | has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4). |

* 1. Any reference to a statute or statutory provision in this ITT:
     1. is a reference to such statute or statutory provision as amended, extended, consolidated or re-enacted from time to time; and
     2. includes any subordinate legislation made under that statute or statutory provision, as amended, extended, consolidated or re-enacted from time to time.

## **Part A: General**

* 1. The purpose of this ITT is to invite Tenderers to submit a Tender to meet the Authority’s requirement. This document explains and sets out the:
     1. Tender process and timetable for the stages of the Procurement;
     2. Instructions and conditions that govern this Procurement;
     3. Information you must include in your Tender and the required format;
     4. Specification of Requirements;
     5. Arrangements for the receipt and evaluation of Tenders; and
     6. Contract Conditions that shall apply in the event that the Authority awards a contract following this Procurement.
  2. Tenderers acknowledge and agree that nothing contained within this ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
  3. Tenderers are responsible for ensuring that they understand the requirements for this Procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Authority in accordance with Section 3 Part I to this ITT.
  4. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
  5. The Contract will be run and managed in the spirit of the [Supplier Code of Conduct](https://assets.publishing.service.gov.uk/media/648c3ab5b32b9e000ca968c3/Supplier_Code_of_Conduct_v3.pdf). Suppliers must communicate this to employees, their parent company, subsidiaries and sub-contractors to ensure adherence with this Code.

## **Part B: Disclaimer**

* 1. Whilst the information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith, the Authority does not warrant that this information is comprehensive or that it has been independently verified. Neither the Authority nor its representatives accepts any liability for the information contained in this ITT or any information provided by the Authority relating to this Procurement and shall not be liable for any loss or damage arising as a result of this ITT or any information provided by the Authority relating to this Procurement.
  2. Any Tenderer considering entering into contractual relationships with the Authority should make its own investigations and independent assessment of the Authority’s requirement.
  3. This ITT is not a commitment by the Authority to enter into a Contract.

## **Part C: Contract Conditions**

* 1. The full text of the Contract conditions is attached at Schedule 06 to this ITT.

## **Part D: Tender Expenses**

* 1. The Tenderer shall bear all costs associated with preparing and submitting your Tender. If the Procurement process is terminated, withdrawn or amended by the Authority, the Authority shall not reimburse you for any costs, expenditure, work or effort you have incurred in participating in this Procurement.

## **Part E: Tendering**

* 1. Unless otherwise stated in this ITT or in writing by the Authority, all communications from Tenderers and the Authority during the Procurement must be made to the Authority by email to [tim.butcher@lowpay.gov.uk](mailto:tim.butcher@lowpay.gov.uk) (or an alternative as notified by the Authority).

# **SECTION 2: KEY DATES**

* 1. The key dates for this procurement are currently anticipated to be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| STAGE | DATE AND TIME | INITIATED BY | SUBMIT TO |
| ITT Publication | 09/01/2025 | The Authority | All Tenderers |
| Deadline for Clarification Questions / Requests for additional information. | 14:00 on 27/01/2025 | Tenderers | The Authority |
| The Authority issues Final Clarification Questions Answers | 17:00 on 31/01/2025 | The Authority | All Tenderers |
| Tender Submission Deadline | **14:00 on 10/02/2025** | Tenderers | The Authority |
| Tender Evaluation | w/c 17/02/2025 | The Authority | N/A |
| Contract Award Notification | w/c 17/02/2025 | The Authority | All Tenderers |
| Contract Award | w/c 24/02/2025 | The Authority | The Winning Tenderer |
| Contract Commencement | 03/03/2025 | The Winning Tenderer | N/A |

* 1. The above dates may be subject to change by the Authority. Tenderers shall be informed via the Authority’s website (<https://www.gov.uk/government/organisations/low-pay-commission>) in the event it is necessary to make amendments to the Procurement timetable.

# **SECTION 3: TENDER PREPARATION AND SUBMISSION**

* 1. By submitting a Tender, Tenderers agree:
     1. to be bound by and accept the terms and conditions set out in this ITT; and
     2. that if the Authority accepts the Tender in writing, the Tenderer shall execute the Contract in the form set out in Schedule 06.
  2. The Authority reserves the right to withdraw, suspend, abandon, terminate or amend the Procurement including this ITT at any time. Any amendment to the Procurement including this ITT shall be notified in writing to Tenderers via the Authority’s website (<https://www.gov.uk/government/organisations/low-pay-commission>). The Authority shall reissue the Procurement documents before the Tender Submission Deadline and may, at its discretion or (where applicable) in accordance with the Public Contracts Regulations 2015, extend the Tender Submission Deadline and / or any other stages of the Procurement for amendments.

## PART A: Tenders for Selected Contract Deliverables

* 1. Tenderers must Tender for all the Contract Deliverables listed in the Specification of Requirements. The Authority reserves the right to reject Tenders where Tenderers have not tendered for all the Contract Deliverables on the basis that the Tender is non-compliant.

## Part B: Tender Validity

* 1. It is a condition of tendering that all Tenderers holds their Tender open for acceptance for one hundred and twenty (120) calendar days from the Tender Submission Deadline.
  2. If successful, the winning Tender must remain open for a further thirty (30) calendar days. This period starts on the day the Authority announces its decision to award the Contract to the winning Tenderer in accordance with the Procurement. In the event legal proceedings are instigated, challenging the award of the Contract, prior to the Contract being signed, it is a condition of this ITT that the winning Tenderer holds their Tender open for acceptance during this period and up to fourteen (14) calendar days after the result of the legal proceedings.

## Part C: Variant Tenders

* 1. A variant Tender is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in this ITT and associated documents or a Tender which seeks to amend or introduce additional or alternative Contract conditions.
  2. The Authority shall not accept or evaluate any variant Tenders for this Procurement and is not inviting any comments or mark-ups of the Contract. A variant Tender shall be deemed a non-compliant Tender and shall be excluded from the Procurement.

## Part D: Submission of Tender

* 1. Tenders must be sent to [**tim.butcher@lowpay.gov.uk**](mailto:tim.butcher@lowpay.gov.uk) (copied to [**lpc@lowpay.gov.uk**](mailto:lpc@lowpay.gov.uk)) by the Tender Submission Deadline. The Authority will reject any Tender received after the Tender Submission Deadline as being non-compliant and such Tender will be excluded from the Procurement. The Authority reserves the right to accept a Tender received after a Tender Submission Deadline, if a Tenderer experiences technical problems when sending its Tender and notifies the Authority by phone (**07741 617057) or by email (**[**tim.butcher@lowpay.gov.uk**](mailto:tim.butcher@lowpay.gov.uk) and [**lpc@lowpay.gov.uk**](mailto:lpc@lowpay.gov.uk)**)** of these technical problems prior to the Tender Submission Deadline.
  2. Tenderers must complete all parts of the response form in the Authority’s tender in accordance with the instructions therein. Tenders shall be checked for completeness and only compliant Tenders shall be evaluated.
  3. Tenderers must not exceed stipulated page/word limits or include attachments not requested. The Authority shall disregard attachments which have not been requested and any part of the Tender which goes beyond defined page/word limits.
  4. Samples are not required for this Procurement.
  5. The Tender shall be the single source of information used, to evaluate Tenders. The Authority shall only take account of information which is specifically asked for in this ITT.

## Part E: Pricing

* 1. Prices must be submitted in £GBP, exclusive of VAT.
  2. The Contract shall be awarded as a fixed price and shall be paid according to the Contract conditions.
  3. The pricing schedule within the Authority’s ITT identifies the minimum level of information required.
  4. If the Authority believes that any element of pricing submitted is abnormally low, it will conduct a further analysis of the offer in accordance with Regulation 69 of PCR 2015 and may exclude the Tenderer from any further participation in the Procurement.
  5. The Authority reserves the right to seek clarification of any prices submitted in a Tender.
  6. As with any procurement exercise, a Tenderer in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

## Part F: Sub-Contracting

* 1. All information that the Tenderer is requested to provide in its Tender must be given in respect of the Prime Contractor.
  2. Where the Tenderers propose to use sub-contractors to deliver some or all of the requirement, the Tenderer must complete the Tenderers Sub-Contracting Information Form at Schedule 01.
  3. The Authority recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Authority immediately via email to [**tim.butcher@lowpay.gov.uk**](mailto:tim.butcher@lowpay.gov.uk) of any changes to the supply chain following Tender submission.

## Part G: Consortia

* 1. Where a Tenderer is submitting a Tender as part of a proposed consortium, the Tenderer must complete the Tenderers Consortium Information Form at Schedule 02.
  2. In accordance with Regulation 19(6) of the Public Contracts Regulations 2015, the Authority may require a successful consortium to form a separate corporate entity.
  3. All members of the consortium shall be required to provide the information required in the Tender as part of a single composite response to the Authority.
  4. The Authority recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall Tender on the basis of envisaged arrangements. The Tenderer shall inform the Authority immediately via email to [**tim.butcher@lowpay.gov.uk**](mailto:tim.butcher@lowpay.gov.uk) of any changes to the consortium following Tender submission. Section 4 Part C sets out the rights of the Authority where there are changes to the Tenderer’s circumstances following Tender submission.

## Part H: Clarifications

* 1. Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadline (as set out in Section 2 to this ITT). The Authority shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
  2. If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Authority’s response would reveal confidential information, disclosure of which would be detrimental to the Tenderer, the Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Authority considers the clarification and response is not commercially sensitive or all Tenderers may benefit from its disclosure, the Authority will notify the Tenderer. The Tenderer shall have [two (2)] working days from the date of the notification from the Authority to withdraw their clarification. If the clarification is not withdrawn the clarification request and the Authority’s response will be published to all Tenderers.
  3. The Authority may not respond to a clarification or publish it where the Authority considers that it is exempt from disclosing the requested information under the FOIA (including but not limited to where the response may prejudice the Authority’s commercial interests). In such circumstances, the Authority will inform the Tenderer of its view.
  4. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or request additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

## Part I: Changes to Responses

* 1. Tenderers may modify their submitted Tenders at any time prior to the Tender Submission Deadline. Tenders submitted before the Tender Submission Deadline shall remain unopened until the Tender Submission Deadline or such time thereafter when all Tenders shall be opened together.
  2. Tenderers may withdraw their Tender at any time prior to the Tender Submission Deadline by submitting a notice via email to [**tim.butcher@lowpay.gov.uk**](mailto:tim.butcher@lowpay.gov.uk).

# **SECTION 4 – CONDITIONS OF TENDERING**

* 1. By issuing this Invitation to Tender or any other procurement documentation, communicating with a Tenderer or any other communication in respect of this Procurement, the Authority shall not be bound to accept any Tender or award any Contract. The Authority reserves the right to:
     1. waive or change any of the requirements set out in this ITT or change the Procurement process (including the timetable, structure, or content of the Procurement) from time to time. Any waiver or changes shall be notified in writing via the Authority’s website (<https://www.gov.uk/government/organisations/low-pay-commission>) to all Tenderers;
     2. verify information, seek clarification of any aspect of a Tender and/or request evidence or additional information in respect of a Tenderers submission;
     3. disqualify any Tenderer:
     4. that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
     5. for the provision of false, inaccurate or misleading information;
     6. that fails to respond to any clarification from the Authority and/or request for evidence or additional information from the Authority in respect of its Tender;
     7. that fails to inform the Authority of any change in the contracting arrangements between Tender submission and Contract award;
     8. where there is a change in the contracting arrangements which would result in a breach of procurement law;
     9. for any other reason set out elsewhere in this ITT; or
     10. for any reason set out in the Public Contracts Regulations 2015;
     11. withdraw, suspend or terminate this ITT/Procurement at any time. Any withdrawal, suspension or termination shall be notified in writing to all Tenderers;
     12. re-invite Tenders on the same or alternative basis;
     13. choose not to award any Contract as a result of the current Procurement; And
     14. ask for an explanation of the costs or price proposed in a Tender where the Tender appears to be abnormally low.
  2. The Contract shall be entered into when it has been signed by the Authority and the successful Tenderer.
  3. If a serious misrepresentation by the Tenderer induces the Authority to enter into a Contract with the Tenderer:
     1. The Tenderer may be excluded from bidding for contracts for three (3) years under Regulation 57(8)(h)(i) of the Public Contracts Regulations 2015;
     2. The Authority may rescind the Contract under the Misrepresentation Act 1967 and may sue the Tenderer for damages; and/or
     3. If fraud, or fraudulent intent, can be proved, the Tenderer 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 your organisation must be excluded from procurement for five years under Regulation 57(1) of the Public Contracts Regulations 2015 (subject to self-cleaning).

## Part A: Conforming to the Law

* 1. Tenderers must comply with all applicable UK legislation and any applicable legislation in a third state, including but not limited to, the UK Competition Act 1998, the UK Bribery Act 2010 and all applicable Data Protection Legislation.
  2. Tenderers’ attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation, Tenderers may be disqualified from this Procurement. The Authority reserves the right to refer any suspected breaches of this legislation to the relevant authorities, including but not limited to, the Competition and Markets Authority and the Serious Fraud Office. Any disqualification from the Procurement will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.
  3. The Authority may make further enquiries if the Tenderer is connected with another tender for the same requirement. For example, where the Tenderer either submits a Tender: (i) in the Tenderer’s own name and/or as a sub-contractor and/or as a member of a consortium connected with a separate tender; or (ii) in the Tenderer’s own name which is similar to a separate tender from another tenderer within the Tenderer’s group of companies. This is so the Authority can be sure that the Tenderer’s involvement does not cause:
     1. Potential or actual conflicts of interest;
     2. Supplier capacity problems; and/or
     3. Restrictions or distortions in competition.
  4. The Authority may require the Tenderer to amend or withdraw all or part of the Tenderer’s Tender if, in the Authority’s reasonable opinion, any of the issues set out in Paragraph 4.5 have arisen or may arise.
  5. Tenderers’ attention is drawn to the Agency Workers Regulations 2010. A successful Tenderer who enters into a Contract with the Authority shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse the Authority for any monetary awards given in regards to any actions brought under the Agency Workers Regulations 2010 against the Authority, by any agency worker engaged by the successful Tenderer to perform works or services for the Authority.
  6. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

## Part B: Intellectual Property Rights

* 1. The Tenderer grants the Authority an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within its Tender for the purposes of carrying out this Procurement; complying with the law and any government guidance; and carrying out the Authority’s business activities. This license shall also permit the Authority to sub-licence the use of the Tender to its advisers, sub-contractors and other government bodies for the same purposes.
  2. The Authority grants the Supplier a perpetual, irrevocable, worldwide, royalty-free license to use the Contracted Deliverables for academic research and publication.

## Part C: Changes to a Tenderers Circumstances

* 1. The Authority may:
     1. Reject a Tender if there is a subsequent change of identity, control, financial standing or other factor relating to the Tenderer, any consortium member or sub-contractor named in the Tender throughout any point during this Procurement;
     2. Revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer’s circumstances; or
     3. Require a Tenderer to certify that there has been no material change to the information submitted in their Tender at any point during this Procurement. Failure to do so, may result in the exclusion of the Tenderer from further participation in the Procurement on the grounds of non-compliance.
  2. The Tenderer must notify the Authority via email to [tim.butcher@lowpay.gov.uk](mailto:tim.butcher@lowpay.gov.uk) of any material changes to the information submitted in their Tender.

## Part D: Confidentiality

* 1. The contents of this ITT, associated documents and information provided by the Authority are provided on condition that they remain the property of the Authority and are kept confidential (including the fact that the Tenderer has received this ITT). The Tenderer shall take all necessary precautions to ensure that they remain confidential and are not used or disclosed, save as described below.
  2. Tenderers may use information relating to the Procurement or disclose such information to their advisers and sub-contractors in the following circumstances:
     1. disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
     2. the Authority gives prior consent in writing to the disclosure; or
     3. the Tenderer is legally required to disclose the information.
  3. When providing details as part of a Tender, Tenderers agree to waive, or procure the waiver from any relevant third party of, any contractual or other confidentiality rights and obligations associated with these details.
  4. The Authority reserves the right to, but is not obliged to, contact any named customer contact given as a reference or otherwise referred to as part of a Tender. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
  5. Subject to Section 4 Part E to this ITT, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact.
  6. In addition to the provisions of Section 4 Part E to this ITT, Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority’s Tender evaluation.

## Part E: Publicity Announcements, Transparency, Freedom of Information and Environmental Regulations

* 1. Tenderers acknowledge that there may be circumstances in accordance with the FOIA and the EIR where the Authority may be required to disclose information submitted to it by a Tenderer, in addition to any other transparency obligation identified within this ITT. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 03). The Authority will, where practicable, consult the Tenderer before publishing or disclosing information submitted to it by the Tenderer under the FOIA, the EIR or any other transparency obligation of the Authority to establish whether an exemption may apply.
  2. If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.
  3. Tenderers must be aware that the Authority shall publish notification of the Contract award and shall publish the contents of any resultant Contract. Before publishing the Contract, the Authority shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of any person.
  4. No Tenderer shall undertake any publicity activities or make any announcements in relation to this Procurement (including announcements relating to the award of the Contract) without the prior written agreement of the Authority, including the format and content of any publicity. Tenderers should not, before the Authority has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement.
  5. All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Tenderer’s documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.

## Part F: Conflict of Interest

* 1. You must inform the Authority immediately of any Conflict of Interest (COI) that has arisen or that arises at any point during this Procurement. Tenderers must remain alert to COI and update the Authority if any new circumstance or information arises or changes. Failure to do so and/or to manage COI effectively may result in a Tenderer’s disqualification from this Procurement.
  2. Tenderers must declare to the Authority the appointment of civil servants in the previous two years, what their roles and responsibilities are, and whether they would be involved in submission of the Tender. This also applies to staff currently seconded or that was seconded into the civil service, by the Supplier in the previous two years.
  3. Where there is an existing or potential COI, Tenderers must include a statement detailing how the COI will be managed. As a minimum, Tenderers’ COI statements must include:
     1. Details of the COI;
     2. Roles and responsibilities of the individuals who will manage the COI;
     3. Standards for integrity and fair dealing;
     4. Levels of access to and protection of competition sensitive information;
     5. Confidentiality/non-disclosure agreements;
     6. The Authority’s rights of audit; and
     7. Physical and managerial separation.
  4. The Authority reserves the right to exclude the Tenderer from further participation in the Procurement if:
     1. the Tenderer does not inform the Authority about a known COI; or
     2. the Authority considers that the Tenderer’s COI statement does not include adequate measures to effectively prevent or remedy the COI.
  5. In the event a Tender is accepted, any COI statements shall become part of the Contract and shall be legally binding.

## Part G: Cyber Essentials

* 1. The Cyber Essentials Scheme (CES) has been a mandatory requirement for suppliers with Government contracts involving sensitive or personal information since 01 October 2014. Tenderers can view details of the CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>. Suppliers shall hold cyber essentials certification as a minimum on all Government contracts awarded which include the processing of personal data and/or information at the Official level of the Government Protective Marking Scheme.
  2. The Authority has conducted a cyber risk assessment to identify the level of cyber risk to the Authority’s requirement. It has been identified that Cyber Essentials is required.
  3. Where the Prime Contractor intends to sub-contract any part of the requirement, the minimum cyber security requirements, as set out in paragraph 4.30, must be transferred through the supply chain. No sub-contract can be awarded until the sub-contractor has demonstrated to the Prime Contractor that it has met the minimum standards required.
  4. The winning Tenderer shall only be awarded the Contract if they are able to demonstrate they have been certified or can be certified to the minimum cyber security standards, as set out in paragraph 4.31, upon Contract commencement.

## Part H: Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

* 1. The attention of Tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the Authority’s view that TUPE is not likely to apply if this Procurement results in a Contract being awarded. However, the Authority is not liable for this opinion and Tenderers should determine for themselves whether or not they believe that TUPE will apply. The Authority’s view is based on the Services are to be carried out in connection with a single specific event or task of short-term duration. The Authority expects Tenders to be made on the basis that TUPE does not apply.
  2. The indemnities set out in the Contract will be given by the Authority in the event that there is a TUPE transfer.
  3. It is the responsibility of Tenderers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. Notwithstanding paragraph 4.34 above, the Authority makes no representations or warranties as to the applicability of TUPE to this Procurement. The Tenderer is encouraged to carry out its own due diligence exercise.
  4. If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, by raising a clarification in accordance with Section 3 Part I to this ITT.

# **SECTION 5 – TENDER EVALUATION**

## Part A: Tender Evaluation Criteria

* 1. Tenders shall be evaluated by a panel appointed by the Authority. Each panel member shall undertake an independent evaluation. There shall be one (1) commercial officer evaluating the commercial and price criteria, and a minimum of three (3) technical experts evaluating the quality criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
  2. Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of commercial, quality, and price elements. The Authority chooses to award the Contract, the Authority shall award the Contract to the Tenderer which submits the highest scoring Tender.
  3. The MEAT ratio for this Tender is as follows:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| Commercial | Pass/Fail |
| Quality | 80% |
| Price | 20% |

* 1. Any non-weighted elements shall be evaluated as pass/fail and any Tenders which receive a ‘Fail’ will be excluded from further participation in the Procurement.
  2. For weighted quality elements, the following scoring methodology shall be applicable. Tenderers who score a mark of two (2) or below against any weighted quality element will be excluded from further participation in the Procurement.

|  |  |  |
| --- | --- | --- |
| **Score** | **Quality** | **Description** |
| 0 | No evidence | No evidence provided that the Tender meets the requirement. No confidence that the Tenderer can meet the requirement. |
| 1 | Poor Response | Very limited evidence provided to support that the Tender meets the requirement, with major concerns leading to the conclusion of a very low level of confidence that the Tenderer can meet the requirement. |
| 2 | Minimal Response | Limited evidence to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 3 | Acceptable Response | Acceptable evidence provided to support that the Tender meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement. |
| 4 | Good Response | Good evidence provided to support that the Tender meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |
| 5 | Excellent Response | Comprehensive evidence provided to support that the Tender fully meets and/or exceeds the requirement, leading to the conclusion of a very high level of confidence that the Tenderer can meet the requirement. |

* 1. Weighting values indicate the relative importance of the question in the overall evaluation. The score for each weighted element shall be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Weighted Score =** | **Weighting Value** | **x Mark Achieved** |
|  | **Maximum Mark Available (5)** |  |

For example, if a Tenderer achieves a mark of 4 on a weighted element with a weighting value of 15% then the total weighted score for that weighted element shall be calculated as follows:

|  |  |
| --- | --- |
| **Weighted Value (15%) x Mark Achieved (4)** | **= Weighted Score (12%)** |
| **Maximum Mark Available (5)** |  |

* 1. All weighted quality scores that are not whole numbers will be rounded to two decimal places.
  2. The total weighted quality score shall be calculated by adding together all of the Tenderer’s weighted scores for their quality submissions.
  3. Tenderers shall not cross-refer to answers given elsewhere in a Tender. The Authority shall not have regard to any information given elsewhere in a Tender which has been cross-referred to in an answer. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in answer to different questions if required.

## Part B: Pricing Evaluation

* 1. For the pricing element, the total overall price % shall be calculated based on the lowest priced complaint tender gaining the full 20% award with the remaining marks allocated based on:

|  |  |  |
| --- | --- | --- |
| **Score =** | **Lowest Tender Price** | **x20%** |
| **Tender Price** |

For example, if three Tenders are received and **Tenderer A** has quoted £3000 as their total overall price, **Tenderer B** has quoted £5000, and **Tenderer C** has quoted £8000, then the calculation will be as follows:

**Tenderer A** score = £3000/£3000 x 20% (maximum marks available) = 20

**Tenderer B** score = £3000/£5000 x 20% (maximum marks available) = 12

**Tenderer C** score = £3000/£8000 x 20% (maximum marks available) = 8

* 1. All pricing scores that are not whole numbers will be rounded to two decimal places.

## Part C: Total Weighted Score

* 1. The total weighted score for each Tender shall be calculated by adding together the Tenderer’s total weighted scores for their price and quality submissions.
  2. In the event of a tie break (where two or more top scoring Tenderers have the same total weighted score including price and quality OR, or statistical tie break (i.e. where one or more of the highest scoring Tenderers has an overall score that is within 0.5% difference of the highest scoring Tenderer), the Authority shall select from amongst those Tenderers, the Tender with the highest weighted score for their quality submission.
  3. If this still results in a tie break, the Authority shall select from amongst those tie break Tenderers, the Tender with [the highest weighted score for the below quality criteria, in the exact listed order until a highest scoring Tenderer is identified.
     1. A02: Methodology and approach
     2. A03: Ability to deliver (including project planning, resource and risk management and expertise)
     3. A01: Understanding the requirements and context
  4. In the event that the Authority cannot for any reason award the Contract to the highest scoring Tenderer, the Authority reserves the right to award the Contract to the next highest scoring Tenderer.

## Part B: Tender Evaluation Matrix

* 1. The below table summarises the sub-weightings for the quality and price elements of the evaluation criteria.

|  |  |
| --- | --- |
| **Quality** | **80%** |
| A01: Understanding the requirements and context | 25% |
| A02: Methodology and approach | 30% |
| A03: Ability to deliver (including project planning, resource and risk management and expertise) | 25% |
| **Price** | **20%** |
| B01: Total Contract Price | 20% |

* 1. Tenderers must comply with the requirements set out in Paragraphs 3.10 of this ITT.
  2. Evaluation of Tenders shall comprise of the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** |  | **Evaluation Criteria** | **Question Scoring / Weighting** | **Comments** |
| Commercial Criteria | | | | |
| 1 | Form of Tender  Schedule 04 | Tenderers shall print, sign, scan and attach the declaration in an email to tim.butcher@lowpay.gov.uk, along with your Tender submission. | Pass/ Fail | Please attach response with the file name “[Insert Company Name]-Form of Tender”. |
| 2 | Acceptance of Terms and Conditions | Tenderers must confirm that they accept the terms and conditions of the Contract in the form set out in Schedule 06 to this ITT without amendment. | Pass/Fail | Please attach response with the file name “[Insert Company Name]-Acceptance of T&Cs”. |
| 4 | Confirmation that the Tenderer has no existing or potential COI, or submission of a COI statement | Tenderers must confirm that they have no existing or potential COI or submit a COI statement containing the details specified by Paragraph 4.25 of this ITT. | Pass/Fail | Please attach response with the file name “[Insert Company Name]-COI”.] |
| 5 | Confirmation that the Tenderer has Cyber Essentials certification, or evidence that the Tenderer will achieve such certification prior to Contract commencement | Tenderers must send a copy of their Cyber Essentials certification or provide evidence that they will achieve such certification prior to Contract commencement, by email to [tim.butcher@lowpay.gov.uk](mailto:tim.butcher@lowpay.gov.uk) as an attachment. | Pass/Fail | Please attach response with the file name “[Insert Company Name]-Cyber Essentials”.] |
| [6] | Completion of Schedule 01 | Tenderers shall (where applicable) attach completed Schedule 01 (Tenderer’s Sub-contracting Information Form) in an email to tim.butcher@lowpay.gov.uk | For information | Please attach response with the file name “[Insert Company Name]-Schedule 01”. |
| [7] | Completion of Schedule 02 | Tenderers shall (where applicable) attach completed Schedule 02 (Tenderers Consortium Information Form) in an email to tim.butcher@lowpay.gov.uk. | For information | Please attach response with the file name “[Insert Company Name]-Schedule 02”. |
| [8] | Completion of Schedule 03 | Tenderers shall (where applicable) upload completed Schedule 03 (Commercially Sensitive Information Form) in an email to tim.butcher@lowpay.gov.uk. | For information | Please attach response with the file name “[Insert Company Name]-Schedule 03”. |
| Quality Criteria | | | | |
| 4 | A01: Understanding the requirements and context | **The Tenderer must submit a response.** Please demonstrate that you have a clear and thorough understanding of the requirements of this specification. | 25%  **Tenderers must score a mark of [three (3)] or above.** | Please attach your response with the file name “[Insert Company Name]-A01”.  Responses must be limited to **four sides of A4**. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54 cm.  The pages that are over the above limit will not be evaluated. |
| 5 | A02: Methodology and approach | **The Tenderer must submit a response.** Please clearly explain and give reasons for your proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification.  As a minimum your response should include:  • A detailed description of the methods to be used in undertaking the project, indicating the resources that will be utilised, outlining a clear justification as to why your chosen methodology will provide the best outcome; and  • Set out how your methods meet the project objectives.  In detail, please specify the techniques you intend to use and give some indication of their strengths and limitations. Please indicate whether you intend using existing datasets and/or whether you intend using an alternative source. If the latter, please include a recommendation for the size and composition of the sample and justification for your approach. | 30%  **Tenderers must score a mark of [three (3)] or above.** | Please upload response with the file name “[Insert Company Name]-A02”.  Responses must be limited to **six sides of A4** sides. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54 cm.  The pages that are over the above limit will not be evaluated. |
| 5 | A03: Ability to deliver (including project planning, resource and risk management and expertise) | **The Tenderer must submit a response.** Please demonstrate how your skills and knowledge will ensure that you deliver the requirements necessary for a successful delivery of this project. This section should cover your project team expertise and project management skills.  Please explain how you will maintain your ability to deliver these through the lifetime of the project, and outline how you will mitigate any risks. | 25%  **Tenderers must score a mark of [three (3)] or above.** | Responses must be limited to **six sides of A4** sides. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54 cm.  The pages that are over the above limit will not be evaluated. |
| Price | | | | |
|  | B01: Total Contract Price | The Tenderer must submit their total cost for the delivery of all constituent deliverables outlined in the Pricing Schedule    The budget is £80,000 (excluding VAT); bids above this will not be considered and will be excluded. | 20% | Please attach Pricing Schedule in your response with the file name “[Insert Company Name]-Pricing Schedule”. |

SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Ref No** | LPC2024/04 | | | |
|  | [insert name of sub-contractor] | [insert name of sub-contractor] | [insert name of sub-contractor] | [insert name of sub-contractor] |
| **Is the sub-contractor a Small Medium Sized Enterprise (SME)[[1]](#footnote-2)** |  |  |  |  |
| **Percentage of work being delivered by sub-contractor** |  |  |  |  |
| **The key Contract Deliverables each sub-contractor will be responsible for** |  |  |  |  |
| **Any other information** |  |  |  |  |

SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** | LPC2024/04 |
| **Lead member of consortium who will be contractually responsible for delivery of the Contract** |  |
| **Consortium Members** |  |
| **Are any of the consortium members a Small Medium Sized Enterprise (SME)[[2]](#footnote-3)** |  |
| **If the consortium is proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority[[3]](#footnote-4)** |  |
| **If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority[[4]](#footnote-5)** |  |
| **Any other information** |  |

SCHEDULE 03 – TENDERERS COMMERCIALLY SENSITIVE INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** | LPC2024/04 |
| **Description of Supplier’s Commercially Sensitive Information[[5]](#footnote-6)** |  |
| **Cross reference(s) to location of sensitive information** |  |
| **Explanation of sensitivity** |  |
| **Details of potential harm from disclosure** |  |
| **Period of confidence** |  |
| **Contact details for Transparency/FOI matters** | Name:  Position:  Address:  Telephone Number:  Email Address: |

SCHEDULE 04 – FORM OF TENDER

|  |  |  |
| --- | --- | --- |
| **To be returned by 14:00 on Monday 10 February 2025.** | | |
| [insert company name] | [insert address] | |
| [insert point of contact] |
| [insert email address] |
| [insert telephone number] |
| **ITT: LPC2024/04 Low Pay Commission Call for Research on the Impacts of the National Minimum Wage, including the National Living Wage, on Businesses for the 2025 and 2026 Reports** | | |
| **Interpretation**   1. Except where specified or the context otherwise requires, capitalised expressions in this Form of Tender shall have the meaning given to them in the definitions of the ITT.   **Declarations**   1. We (the Tenderer named above) have examined the ITT and hereby offer to provide the Services as specified in the ITT and in accordance with the ITT to the Authority commencing **03/03/2025** for the period specified in the ITT. 2. If this Tender is accepted, we will execute the Contract in the form attached to the ITT in Schedule 06 and any other documents required by the Authority following the end of the standstill period, if applicable. 3. We accept the terms and conditions of tendering set out in the ITT. 4. We agree that:   pursuant to the Electronic Identification Regulation (EU) 910/2014 and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority’s electronic tendering and contract management system;  we are legally bound to comply with the confidentiality provisions set out in the ITT;  any other terms or conditions or any general reservation which may be provided in any correspondence sent by us in connection with this Procurement shall not form part of this Tender without the prior written consent of the Authority;  the Tender shall be open for acceptance for 120 days from the closing date for the submission of Tenders specified in the ITT and, if successful, the Tender shall remain open for the period specified in Section 3 Part B Paragraph 3.4-3.5 of the ITT; and  the Authority may disclose our information and documents (submitted to the Authority during the Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.   1. We confirm that: 2. there are no circumstances affecting our organisation which could give rise to an actual or potential Conflict of Interest that would affect the integrity of the Authority’s decision making in relation to the award of the Contract; or 3. if there are or may be such circumstances giving rise to an actual or potential Conflict of Interest, we have disclosed this in full to the Authority. 4. We undertake and it shall be a condition of the Contract that: 5. the amount of our Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority; 6. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and 7. we have not made arrangements with any other party about the form or content of our Tender, whether or not they may submit a Tender, or the form or content of their Tender, except for the purposes of forming a consortium.   I warrant that I am authorised to sign this Tender for and on behalf of the Tenderer and confirm that we have complied with all the requirements of the ITT. | | |
| **Signed** | |  |
| **Print Name** | |  |
| **Dated** | |  |
| **In the Capacity of** | |  |
| **Authorised to sign Tender for and on behalf of** | |  |

SCHEDULE 5 – AUTHORISED PROCESSING OF PERSONAL DATA

This Schedule shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are:

**Low Pay Commission,**

**Ground Floor,**

**10 South Colonnade,**

**Canary Wharf,**

**London, E14 4PU.**

**Email:** [**jay.arjan@lowpay.gov.uk**](mailto:jay.arjan@lowpay.gov.uk)

* + - 1. The contact details of the Supplier’s Data Protection Officer are: [**Insert Contact details**]
      2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      3. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with clause 15 for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of Personal Data in relation to:   * ***Research to help inform the Low Pay Commission of the impacts of the National Minimum Wage, including the National Living Wage, on Businesses for the 2025 and 2026 Reports (LPC2024/04)*** |
| Duration of the Processing | *March 2025 – December 2026 (22 months maximum).* |
| Nature and purposes of the Processing | *The nature of the processing might include: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose is to investigate the nature of the impact of minimum wage increases. The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Supplier involved in managing the Contract.* |
| Type of Personal Data | *Name, address, contact telephone number, date of birth, pay, job characteristics, business characteristics and personal characteristics. Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.* |
| Categories of Data Subject | *Dependent on the contracting authority.* |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under Law to preserve that type of data | *The data will be retained for a year, contracting authority to determine how it will be returned or destroyed and what, if any, physical evidence of destruction will be required.* |

SCHEDULE 06 – CONTRACT CONDITIONS

Terms and Conditions of CCS Research and Insights DPS Framework apply (as amended to reflect this Procurement). The terms and conditions (LPC CT 027 Short Form Terms and Conditions Good andor Services) are available to download from the Authority’s website ([https://www.gov.uk/government/publications/low-pay-commission-call-for-research-ITT2025](https://www.gov.uk/government/publications/low-pay-commission-call-for-research-2025)).

SCHEDULE 07 - SPECIFICATION OF REQUIREMENTs

Part A – Detailed Procurement Requirements

|  |
| --- |
| **A1 Background** |
| **Purpose and background context**  The Low Pay Commission (LPC) invites tenders from researchers to identify and assess the impact of recent increases to the National Minimum Wage (NMW) and the National Living Wage (NLW) on businesses. This is a longer-term project that complements another, shorter-term project we are commissioning that will also look at business impacts.  The Low Pay Commission (LPC) has an ongoing remit to monitor the operation of the National Minimum Wage (NMW), including the National Living Wage (NLW) and to assess the impact of increases in the level of the minimum wage. With recent large increases in the NLW, it is important that the Commission has evidence on how businesses have been affected and how they are responding.  The Government announced a new remit for the Low Pay Commission in July that covered living standards, maintaining at least a two-thirds floor and a commitment to a genuine living wage. Our recommendations in October for the increase in the NLW, of 6.7 per cent to £12.21 in April 2025, should ensure that the NLW will be at least two-thirds of median hourly earnings and more than keep pace with inflation. We also recommended large increases in the youth rates and the Apprentice Rate.  We are keen to understand how businesses have coped with the recent cumulative increases in the National Living Wage (and the other rates of the National Minimum Wage). The findings of the research will also help inform deliberations about the future of the National Living Wage beyond 2025.    Previous research has found strong evidence of an impact on hourly earnings but suggests that the NMW has had limited adverse effects on employment levels. Businesses have coped by using a number of adjustment channels, including: increasing prices to their customers; lowering investment; (attempting to) raise productivity; and squeezing profit margins. However, in comparison to employment, hours and pay, these adjustment channels tend to have fewer sources of evidence and are difficult to measure. So, we are keen to hear of new or different approaches to analysing them.  Since 2020, the UK economy has been subject to the unprecedented upheaval in the economy and the labour market caused by measures to control the global pandemic; the change in the UK’s trading relationship with the EU and geo-political conflict in Ukraine and elsewhere. This has affected some sectors, in particular many low-paying sectors, more than others. It has also disrupted many of the usual data sources upon which much of our standard analysis depends. The pandemic has, however, also led to the development of new data sources. We are therefore keen to consider tenders that can take advantage of these.  In the 2024 Autumn Budget, changes were announced to the treatment of employers’ National Insurance Contributions that will come into force in April 2025, at the same time as the implementation of the increases to the NLW and NMW.  There is global interest among policymakers in the impact of the NLW. The LPC is required to make recommendations to the Government on the rate of the NLW and on the minimum wages for young workers and apprentices each year. The findings from this research will directly inform policy decisions touching the lives of millions of workers and thousands of businesses as well as contributing to policy formation in the UK and beyond. |

|  |
| --- |
| **A2 Detailed requirements** |
| **Objectives**  The aim of this study is to gain a better understanding of the impact of minimum wages, especially the National Living Wage, on businesses. We are particularly interested in the cumulative impacts of recent increases.  The Low Pay Commission invites tenders for research that will provide initial evidence by September 2025 and more substantive findings by October 2026. The initial findings will inform LPC deliberations in October 2025 for the uprating of the NLW (and the other age-related minimum wage rates) in April 2026. Those findings will also be used by Commissioners in their deliberations on future rates of the NLW. It will then provide more substantive findings to inform decisions in October 2026 for the minimum wage upratings in April 2027. This research will contribute to our understanding of how firms are adjusting to the NLW.  Potential areas of investigation might include the impact of the NLW and how firms are responding/adapting in terms of:   * profits; * productivity; * capital investment; * training; * prices; * contracts and outsourcing; * hours and employment; and * differentials and pay progression.   We are interested in firms’ approaches in the short-term and their longer-term plans. We are also interested in whether these responses have changed over time as the minimum wage has increased. Researchers might consider different time periods, such as post-financial crisis and pre-2016; 2016-2020 (the introduction of the NLW and its initial target of 60 per cent of median wages); and post-2020 (the two-thirds target).  This project will provide evidence of how firms are coping with the recent increases in the NLW, whether there are any barriers to further progression, and how they vary sectorally, by size of firm, by geography, and type of ownership.  We are also interested in whether there has been any change to the characteristics of jobs (e.g. evidence of changes to tasks, or the merging/flexibility of roles/tasks); and the characteristics of the workforce (e.g. changes to the age structure or greater use of apprentices).  This research would ideally use firm-level data over a period of time and may need a longer time frame than our usual research commissions. It will contribute to our understanding of how firms are adjusting to the NLW.  Previous research on these issues has been commissioned by the Low Pay Commission. Academic research suggests profits are a key channel firms use to absorb minimum wage rises. Research on the introduction of the NMW in 1999 has found that it significantly reduced profits for affected firms (Draca, Machin, and van Reenen, 2011).1 More recent research has shown that the announcement of the NLW caused stock prices to fall for low-paying firms (Bell and Machin, 2018).2 Another key channel is through passing on costs to customers through higher prices. Frontier Economics (2020)3 explored the impact of the NLW on prices. It built on previous work by Wadsworth (2010),4 which had looked at the impact of the National Minimum Wage on prices.  An alternative channel is through improvements to productivity. Econometric research prior to the introduction of the NLW showed some positive, but not always significant, association between productivity and the NMW (Forth and O'Mahoney, 2003;5 Forth, Rincon-Aznar, and Robinson, 2009;6 Crawford, Jin, and Simpson, 2013;7 Galindo-Rueda and Pereira, 2004;8 Croucher and Rizov, 2011;9 and Riley and Rosazza-Bondibene, 2013,10 201511, and 201712). In theory, the increase in costs could incentivise a range of different responses. These include adopting more capital-intensive ways of working, undertaking more training, shifting to a more skilled and experienced workforce, adopting tougher recruitment criteria, greater supervision to encourage more effort and outsourcing. Bernini and Riley (2016)13 looked at each of these mechanisms and confirmed a positive association between productivity and NMW increases but concluded that no single channel could be identified that explained the productivity effect. Instead, any effects were likely to have arisen through a combination of factors within the firm or for different reasons in different firms. More recently, Latimer (2022)14 compared the growth in productivity across 180 different industry-region cells but found no significant effect of the NLW on productivity.  Another means of coping is by changing organisational and pay structures. IFS (2024 forthcoming) looked at the impact of the NLW on firms’ wage distributions, pay practices and use of alternative contractual arrangements.15  Other research has used more qualitative methods, such as D’Arcy and Davies (2016),16 who looked at how firms were going to cope with the introduction of the National Living Wage. Around a third intended to improve productivity – the most common response. However, in a follow-up survey using its Labour Market Outlook, CIPD (2019)17 found that while just 30 per cent of businesses had planned to improve productivity, a smaller number (24 per cent) had actually done so. Employers had mainly absorbed the costs by taking lower profits. There was also some evidence of work intensification rather than investment in new technology.  The LPC invites tenders for research that will provide initial insights by 4 September 2025 (at the latest), more informed findings by spring 2026, a draft final report in the summer of 2026 and final report by the end of September 2026. These findings will inform LPC deliberations in October 2025 for the uprating of the NLW and the other minimum wage rates in April 2026; but will also contribute to the knowledge base that will provide the evidence for Commissioners in deliberations about the future of the NLW beyond 2025. The final findings will inform discussions of the minimum wages in October 2026 for implementation in April 2027. |

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| **A3 Suggested methodology** |
| **Methodology**  The methods and data used are at the discretion of the prospective researchers, but these should be specified in detail. It is anticipated that this study could use existing data and/or new sources of information to examine the issues mentioned above.  The research should use up-to-date, respected, methods, in line with recent studies.  It is essential that the methodology and analysis stands up to external scrutiny by professional academics, economists, statisticians and analysts.  Potential contractors should specify the techniques that they intend to employ. Tenders should also state which data are to be used, and give some indication of their strengths and limitations. It is particularly important that researchers address any limitations of the analysis, especially with regards to data availability during the pandemic.  Researchers should provide information on how they plan to identify the causal effects of the National Living Wage/National Minimum Wage on firm behaviour and outcomes. They should have a plan for separating out the impact of the minimum wage from other factors which affect firm behaviour (e.g. the UK leaving the EU, the Covid-19 pandemic, and changes to employers’ National insurance Contributions).  Researchers should also show how their research improves upon existing research on the impact of the NLW/NMW on firm behaviour. |

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| **A4 Deliverables** |
| **Outputs**  The initial primary audience for this work will be the LPC. The main output of the study will be a report, detailing the aims and objectives of the research, the methodology adopted and the main findings. The report should include a brief non-technical Executive Summary. An electronic copy (preferably Word and pdf format) for the LPC website will be required. In addition, we will require the data for any charts in that report (for replication in our report or future publications) and the syntax files used in the research. The LPC will make the findings publicly available, and a synopsis of the report will be included in both the Low Pay Commission’s 2025 Report and 2026 Report.  In addition, there would be other deliverables expected. Deliverables may vary according to individual projects but will include:   * + An informal presentation of the project at an initial meeting;   + A methodology paper;   + Regular updates on emerging findings and project progress;   + An interim report;   + A draft final report;   + A final report incorporating comments from LPC;   + Four presentations of the key aspects of the work (at the research workshops on 10 April 2025 and 4 September 2025 as well as those in April 2026 and September 2026); and   + Key datasets and syntax files if appropriate.   The timescale for delivery of the research is flexible according to the needs of the project, but the sooner results can be provided the better. Aside from the workshop/presentation dates, all dates shown below should be interpreted as “at the latest”. We do not wish to rush research and end up with a poorer quality product, so if research outputs can be provided before these dates without harming their quality this would be greatly appreciated. Therefore, tenderers should set out the minimum time they need to deliver a high-quality research product”.  The key dates are: an outline of the project at an inception meeting in mid-February; a detailed methodology paper by 28 March 2025; a presentation on data sources and methodology at the research workshop on 10 April 2025; a draft interim report with initial findings by 21 August 2025; these findings to be presented at the 13h Annual LPC Research Symposium on 4 September 2025; a draft final interim report by 26 September 2025; and an agreed final interim report by 20 October 2025. A precis of that report would be included in our 2025 Report. Publication of the interim report will likely be in November/December 2025. There would then be further findings in an updated report by 20 March 2026 with a presentation at the research workshop in April 2026. A draft final report would be submitted in the summer of 2026 with final findings presented at the research symposium in September 2026. An agreed final report by the end of September 2026. Publication of the final report will likely be in November/December 2026.  Project management is likely to include attendance at an inception meeting at LPC, and review meetings as required. These can be conducted online or in person. |

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| **A5 Timetable** | |
| When is it needed by? | We aim to complete this work by September 2026, to inform the deliberations for the 2025 Low Pay Commission Report and future policy on youth rates. |
| Key dates |  |
| Are there any milestones or interim dates? | |  |  | | --- | --- | | **Stage** | **Completion** | | Commissioning and project commencement | January 2025 | | Contract agreed | w/c 24 February 2025 | | Initial meeting | w/c 3 March 2025 | | Methodology paper | 21 March 2025 | | Presentation of data sources and methodology | 10 April 2025 | | Draft interim report with initial findings | 21 August 2025 | | Presentation of final findings at the Thirteenth Annual LPC Research Symposium | 4 September 2025 | | Draft final interim report | 26 September 2025 | | Agreed final interim report | 20 October 2025 | | Publication of interim report | November/December 2025 (tbc) | | Draft updated report | 20 March 2026 | | Presentation of findings at the research workshop | 23 April 2026 (tbc) | | Draft final report | 17 July 2026 | | Final findings presented at the Fourteenth Annual LPC Research Symposium | 3 September 2026 (tbc) | | Final agreed report | End of September 2026 | | Publication of final report | November/December 2026 (tbc) | |

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| **A6 Dependencies** |
| None. |

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| **A7 Intellectual property** |
| See Section 4 Part B: Intellectual Property Rights (4.10 and 4.11). The final report will be published. |

**Supplier requirements**

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| **A8 Experience and capability** |
| The supplier should have experience/knowledge/skills to undertake the research at an appropriate level. |

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| **A9 Standards** |
| We do not require any specific qualifications but expect that the suppliers can demonstrate they meet the capability assessment. |

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| **Digital Accessibility.** It is the law that all content on government websites is accessible. We will share further guidance on the digital accessibility requirements for the interim and final reports with the contracting supplier upon contract implementation. |

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| **A10 Key personnel and roles** | |
| Project manager | Should be available (or equivalent) for the duration of the project. |
| Lead evaluator | Should be available (or equivalent) for the duration of the project. |

## **Contract performance and governance**

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| **A11** **Performance** | | | | | | | |
| Metric | KPI | What information is required to measure this KPI? | How will the KPI be measured? | Inadequate | Requires Improvement | Approaching Target | Good |
| **Project management** | Proactive and responsive communication | Monthly project updates received; responsiveness to email communication | Clear project plan set out at the outset of the project with deliverables and timelines.  Project updates received; responsiveness to email communication within 1-2 working days | Monthly updates not received 7+ days after agreed submission date.    **or**    Emails not responded to within 7+ days | Monthly updates received 1-6 days after agreed submission date    **and**    Emails responded to within 3-6 days | Monthly updates received 1-6 days after agreed submission date    **or**    Emails responded to within 3-6 days | Monthly updates received each month by agreed submission date    **and**    Emails responded to within 1-2 days. |
| **Delivery** | Key deliverables received in timescale set out in project plan. | Monitoring of deliverables against project plan | Receipt of key deliverables against project plan | Deliverables not received or received within 7+ days of project plan date. | Deliverables received within 1-6 days of project plan date with explanation **not accepted** by project team. | Deliverables received within 1-6 days of project plan date with explanation **accepted** by project team | Deliverables received according to project plan. |
| **Quality** | High quality project outputs | Feedback from project team and Commissioners which will be shared with suppliers. | Deliverables considered to be of good quality by project team and Commissioners | Deliverables meet less than 50% of project objectives and need widescale revision.    Less than 50% of feedback taken on board or incorporated. | Deliverables partially meet 50%+ of project objectives and need significant revision.      50%+ of feedback responded to and incorporated | Deliverables largely meet 75%+ of project objectives and need only minor revisions.      75%+ of feedback responded to and incorporated. | Deliverables meet project objectives with minimal revision and are accepted.      All feedback responded to and incorporated. |

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| **A12 Governance** | | | |
| **Meeting/report** | **Content** | **Frequency** | **Format** |
| Project set-up meeting | Project scope and planning | On beginning of contract | Online (MS Teams) or face to face |
| Meeting | Project progress | Monthly | Online (MS Teams) |
| Progress update | Project progress | Fortnightly or as project progresses | Email |
| Early engagement with Commissioners | Presentation to Commissioners, analysts and academics, with discussant and Q&A | Once | In-person (10 April 2025) |
| Presentation of interim report | Presentation to Commissioners, policy makers, analysts and academics, with discussant and Q&A | Once | In-person (4 September 2025) |
| Presentation of further findings | Presentation to Commissioners, analysts and academics, with discussant and Q&A | Once | In person (April 2026) |
| Presentation of final report | Presentation to Commissioners, policy makers, analysts and academics, with discussant and Q&A | Once | In person (September 2026) |

1. See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en. [↑](#footnote-ref-2)
2. See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en. [↑](#footnote-ref-3)
3. If the Tenderer proposes to create a separate legal entity such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity titled “Special Purpose Vehicle Entity". [↑](#footnote-ref-4)
4. Include full details of the Tenderer’s alternative arrangements including details of any sub-contractors (which could be provided by including a copy of the completed sub-contractors form contained in Schedule 01 to the ITT). [↑](#footnote-ref-5)
5. You are advised to provide as much information as possible. The Authority shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Authority. [↑](#footnote-ref-6)