TENDER & CONTRACT SOURCING SERVICES AGREEMENT

Growth Package | Prepared by EL Consult Ltd

KEY TERMS

The Consultant

Consultant	**EL Consult Ltd** (“**EL Consult**”)
Company Number	13729872
VAT Registration No. (if registered)	N/A
Registered Office	603 London Road, Westcliff-on-Sea, Southend-on-Sea, Essex, SS0 9PE, England
Contact	Tel: 01702 844070	Email: info@elconsultltd.com

The Client

Client Name	[Client company name]
Trading Name	[Trading name, if different]
Company Number	[Client company number]
Address	[Client address]
Contact	[Client email]	[Client telephone]
(“the Client”)	The person or company named above

Package Summary: Growth Package

Agreement Date	[Date of signing]
Engagement Period	Three (3) Months
Application Commitment	Up to three (3) contract, tender, DPS or framework applications
Securing Commitment	Minimum two (2) securing outcomes guaranteed
Total Fee	£1,680 (exclusive of VAT)
Initial Deposit	£560 (exclusive of VAT), payable before work begins
Balance Payments	£1,120 (exclusive of VAT), spread over 2 months at £560 per month, collected by Direct Debit

BACKGROUND

(A) EL Consult is an independent consultancy that helps care providers to find, bid for and secure public-sector contracts in the health and social care sector.

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(B) The Client wishes to engage EL Consult to provide a tailored programme of tender and contract sourcing support, and EL Consult has agreed to do so on the terms set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the meanings given below:

Agreement	This Tender & Contract Sourcing Services Agreement (Growth Package), including the Key Terms.
Application Commitment	The number of applications EL Consult will submit for the Client, as stated in the Key Terms (up to three (3)).
Balance Payments	The balance of the Total Fee after the Initial Deposit: £1,120, payable in 2 monthly instalments of £560.
Engagement Period	The fixed period of Three (3) Months during which EL Consult delivers the Services, starting as set out in Clause 7.1.
Initial Deposit	The deposit of £560 payable before work begins.
Securing Outcome	A positive, outcome-based response from a buyer, as described in Clause 3.
Securing Commitment	EL Consult's commitment to achieve at least two (2) Securing Outcomes from the applications it submits for the Client.
Services	The services described in Clause 2.
Total Fee	The total fee of £1,680 for the Services, made up of the Initial Deposit and the Balance Payments.
Working Day	A day other than a Saturday, Sunday or public holiday in England.

1.2 A reference to a "Party" is to EL Consult or the Client, and "Parties" means both of them. Headings are for convenience only. The singular includes the plural and the other way round. The word "including" does not limit the words that come before it.

2. THE SERVICES

2.1 EL Consult will provide consultancy services to help the Client source contracts from government-sector tenders, frameworks and Dynamic Purchasing Systems (DPS) in the healthcare industry. This is a tailored programme to support the Client's entry, positioning and success in public-sector procurement in health and social care.

2.2 The Services include, but are not limited to:

Market intelligence and opportunity sourcing	Ongoing market research to identify relevant, timely contract opportunities, frameworks and DPS issued by local authorities, NHS bodies and other public-sector commissioners.
Bid strategy, development and submission	Advice on bid readiness and positioning, and preparation of compliant, competitive tender responses, Selection Questionnaires (SQs), ITTs and bid documents in line with UK procurement standards.

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Ongoing consultancy support	Professional support through the sourcing and bidding lifecycle, including interpreting specifications, registering on procurement portals, clarification responses and outcome follow-up communications.
Policies and procedures	Review of, advice on and, where needed, help developing the policies and procedures that successful applications and commissioners' expectations require.
Business advisory	Strategic advice to position the Client for growth in the public-sector procurement market, including guidance on capacity, quality standards and market strategy.
Ongoing operational support	Operational guidance and advisory support throughout the engagement on day-to-day matters arising from the sourcing and application process.
Administrative support	Administrative help, including correspondence management, document preparation, portal registrations and coordination of submission-related tasks.
Back-office management	Support for the Client's back-office functions as they relate to procurement and contract management, including record-keeping, document tracking and compliance filing.
Professional office space	Access to professional office space at EL Consult's business premises for meetings, collaborative working and professional representation, subject to availability and advance booking.

2.3 **Application Commitment.** EL Consult will submit up to three (3) tender applications, DPS enrolments or framework entries for the Client during the Engagement Period of Three (3) Months, matched to the Client's scope of registration, capacity and strategic objectives.

2.4 **Securing Commitment.** EL Consult will achieve a minimum of two (2) Securing Outcomes from the applications it submits. This commitment continues beyond the Engagement Period at no additional cost if Securing Outcomes are still pending (see Clause 7.6).

2.5 **One call-off or mini-competition.** EL Consult will also support the Client with one (1) call-off, mini-competition or further competition submission during the Engagement Period, where such an opportunity arises under a DPS, framework or contract secured for the Client. This includes reviewing the buyer's request or specification, drafting and submitting the response, and giving strategic advice during submission.

- This one-off service is included at no extra cost during the Engagement Period.
- Any further call-offs or mini-competitions the Client asks for will carry additional fees, as set out in EL Consult's call-off service fee schedule.
- EL Consult's ability to deliver this service depends on the Client giving the information needed on time, such as pricing, delivery capacity and method statements.

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3. WHAT COUNTS AS SECURING

3.1 In this Agreement, "securing" means a positive, outcome-based response from a public-sector buyer, framework body or commissioning authority to an application EL Consult has submitted for the Client.

3.2 A Securing Outcome has occurred when the Client receives formal confirmation or a result from the contracting authority, including:

- approval onto a Dynamic Purchasing System (DPS), framework agreement or preferred provider list;
- successful pre-qualification or shortlisting following a Selection Questionnaire (SQ) or similar assessment;
- award of a contract, mini-competition or call-off under a framework or DPS;
- an invitation to tender, or to proceed to the next stage of a restricted procurement procedure, following an EL Consult submission; or
- a letter of acceptance, award notice, onboarding form or portal registration confirmation that gives the Client access to opportunities after verification.

3.3 Preparing or submitting an application is not, by itself, a Securing Outcome. The term means verifiable outcomes that give the Client access to mini-competitions, further competitions, call-offs or award positions from the buyer concerned.

3.4 Where a buyer does not formally notify applicants, EL Consult may rely on system-generated confirmations, portal status updates or emails from the authority as evidence of a Securing Outcome.

4. SOURCING AND APPROVAL OF OPPORTUNITIES

4.1 **Working together.** EL Consult and the Client will work together to identify, approve and submit suitable contract, tender and DPS opportunities during the Engagement Period.

4.2 **Two sources of opportunities.** The Client may put forward opportunities it has found itself, and EL Consult will assess each for eligibility and fit with the Client's services before drafting or applying. At the same time, EL Consult will monitor public-sector procurement portals (such as Contracts Finder and ProContract) to find opportunities that suit the Client's registered services, capacity and objectives.

4.3 **Client approval.** EL Consult will share every opportunity it identifies with the Client for approval before starting an application. It will summarise the opportunity, deadlines and key requirements and wait for the Client's confirmation. The Client will review and reply within a reasonable time, normally one to three (1 to 3) Working Days depending on urgency.

4.4 **Missed or declined opportunities.** If the Client declines an opportunity, or does not approve it in time, EL Consult is not liable for missed deadlines or for any resulting reduction in the number of applications within the Application Commitment. EL Consult will keep a record of repeated cases and may move its effort to later opportunities within the Engagement Period.

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5. RESPONSIBILITIES

5.1 EL Consult will:

- deliver the Services with diligence and professional care, in line with the timelines and terms of this Agreement;
- assign a Relationship Manager, who will start preparatory and strategic tasks once service delivery begins under Clause 7.1;
- keep a record of its actions, communications and pending tasks; and
- keep the Client informed of developments throughout the engagement.

5.2 EL Consult is not responsible for delays in submitting applications, or in outcomes, that result from the Client not providing information, documents or approvals on time.

5.3 The Client will:

- give EL Consult all documentation, operational background, registration details, user credentials (where relevant) and other material it asks for, so that opportunities can be identified, assessed and submitted;
- reply promptly to emails, WhatsApp messages and calls, including on the suitability of tenders and DPS invitations, normally within one to three (1 to 3) days depending on urgency, to avoid delays or missed deadlines; and
- cooperate actively so that the Services can be delivered effectively and on time.

5.4 Shared monitoring. Once the Client has given EL Consult access to procurement platforms, email accounts or communication portals, EL Consult will make reasonable efforts to monitor them for updates, clarifications and messages from commissioning authorities. Monitoring and responding to those communications is a shared duty of the Client and EL Consult.

6. FEES AND PAYMENT

6.1 Total Fee. The Client will pay EL Consult the Total Fee of £1,680 (one thousand six hundred and eighty pounds). The Total Fee is paid for access to the full consultancy programme across the Engagement Period. It is not tied to individual applications or outcomes at particular stages.

6.2 Initial Deposit. The Client will pay the Initial Deposit of £560 before work begins.

6.3 Balance Payments. After the Initial Deposit, the Balance Payments of £560 per month (£1,120 in total, over 2 months) will be collected by Direct Debit. The Client will complete and return a valid Direct Debit mandate authorising EL Consult (or its payment provider) to collect each Balance Payment, and the mandate must be set up and confirmed before the Client's onboarding.

6.4 Other payment methods. If the Client wants to pay by another method, that must be agreed with EL Consult in writing in advance. If the Client does not keep a valid, funded Direct Debit mandate (or agreed alternative) throughout the Engagement Period, that is treated as non-payment under Clause 8.6, and a declined or reversed collection is treated as a missed payment for the purposes of Clauses 7.5 and 8.6.

6.5 Binding commitment. Once both Parties have signed, this Agreement is legally binding and the Client is liable to pay the Total Fee. The only exception is the Client's right to cancel without liability within 48 hours of signing under Clause 8.2. The Client is expected to keep to the agreed

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payment schedule throughout the Engagement Period, provided EL Consult is actively delivering the Services.

6.6 **VAT.** All fees and amounts stated in this Agreement are exclusive of VAT. Where VAT is chargeable, the Client will pay it in addition, at the rate in force when each payment falls due, on receipt of a valid VAT invoice.

7. ENGAGEMENT PERIOD AND ENDING THE AGREEMENT

7.1 **Start and duration.** This Agreement becomes legally binding on the date the Client signs it. The Engagement Period of Three (3) Months starts when EL Consult receives the Initial Deposit in cleared funds, and service delivery starts on that date, whether or not the Client has yet supplied all documentation or onboarding details. Once the Initial Deposit has been received, EL Consult will begin research, document preparation and opportunity tracking without delay.

7.2 **No renewal.** This Agreement ends automatically when the Engagement Period ends. There is no automatic renewal or rollover. If either Party wants to continue after that, a new agreement must be signed.

7.3 **No ending by notice.** Neither Party may end this Agreement by notice during the Engagement Period. The Client's obligation to pay all fees for the full Engagement Period is binding from the date of signing. The Agreement can be ended early only for cause under Clause 7.4.

7.4 **Ending for cause.** Either Party may end this Agreement before the Engagement Period ends only if:

(a) the other Party commits a material breach and, where it can be put right, fails to do so within fourteen (14) days of written notice describing the breach;

(b) the other Party becomes insolvent, enters administration or liquidation, or makes an arrangement with its creditors;

(c) EL Consult fails, without reasonable justification, to submit any application at all within the first 4 weeks after service delivery starts; or

(d) the Client repeatedly and unreasonably refuses suitable opportunities presented by EL Consult, in a way that materially prevents EL Consult from delivering the agreed number of applications.

None of the following is a material breach by EL Consult: slower-than-expected application progress caused by market conditions or procurement cycles; fewer Securing Outcomes than committed where EL Consult is actively working to meet the commitment; or delays caused directly by the Client not providing information or approvals.

7.5 **EL Consult may end for Client default.** EL Consult may end this Agreement immediately, and all remaining fees for the Engagement Period then become immediately payable, if:

(a) the Client fails to make any payment due, including the Initial Deposit or a Balance Payment, or a Direct Debit collection is declined or reversed, and the payment is still outstanding fourteen (14) days after its due date following the 48-hour grace period in Clause 8.6;

(b) the Client fails for twenty-one (21) days in a row to give the information, documents or approvals EL Consult needs, making delivery of the Services impossible; or

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(c) the Client declines, or fails to respond to, three (3) or more suitable opportunities presented by EL Consult without reasonable justification.

7.6 **Securing Commitment after the Engagement Period.** EL Consult aims to meet the full Application Commitment and Securing Commitment within the Engagement Period of Three (3) Months. If Securing Outcomes are still outstanding when it ends, EL Consult will keep working towards the minimum of two (2) Securing Outcomes at no additional cost and without a new agreement. This extended work creates no further payment obligation for the Client beyond what has already been agreed.

8. CANCELLATION, REFUNDS AND PAUSES

8.1 **No refund once work has started.** EL Consult begins to incur costs and commit resources as soon as the Agreement is signed. Once service delivery has started, no refund is payable except as this Clause 8 expressly provides.

8.2 **Cancelling within 48 hours of signing.** If the Client cancels within 48 hours of signing, and EL Consult has not yet started any application work, market research or opportunity identification, EL Consult may refund all fees paid less an administration fee of £150. The refund is at EL Consult's discretion. No refund is available after the 48-hour period.

8.3 **Leaving early.** If the Client ends, or tries to end, this Agreement during the Engagement Period other than for cause under Clause 7.4, then: (a) all fees outstanding for the rest of the Engagement Period become immediately payable as a debt to EL Consult, which means the full Balance Payments of £1,120, or whatever part of them is still unpaid; and (b) the Initial Deposit is not refundable once service delivery has started.

8.4 **If EL Consult cancels through its own failure.** If EL Consult cannot fulfil its obligations through its own failure, and not because of Client default or force majeure, it will give fourteen (14) days' written notice and refund, pro rata, any prepaid fees for the period from the effective cancellation date to the end of the current paid period.

8.5 **Force majeure.** Either Party may end this Agreement if a force majeure event (including a pandemic, government restriction or natural disaster) materially and persistently prevents delivery of the Services for more than thirty (30) consecutive days. EL Consult will then refund, pro rata, any prepaid fees for the period after the Agreement ends, within twenty-one (21) Working Days.

8.6 **Missed payments.** If the Client misses a scheduled payment: (a) EL Consult will notify the Client in writing and allow a grace period of 48 hours to pay; (b) if payment is not received within the 48 hours, EL Consult may suspend all Services immediately until payment is received in full; and (c) if payment is not made within fourteen (14) days of the due date, EL Consult may end this Agreement and all remaining fees for the Engagement Period become immediately payable.

8.7 **Pauses.** The Client may ask to pause the Services up to twice during the Engagement Period, for no more than two (2) weeks each time. Each pause must be requested in writing and agreed by EL Consult in advance, and the Engagement Period is extended by the length of any agreed pause. A third pause request entitles EL Consult to end this Agreement, with all remaining fees becoming immediately payable.

8.8 **Processing refunds.** Any refund due under this Agreement will be processed within twenty-one (21) Working Days of the effective cancellation or end date.

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9. CONFIDENTIALITY

9.1 Each Party will keep confidential the proprietary or sensitive information the other discloses in the course of the engagement.

9.2 EL Consult will not disclose, copy or make available any confidential information it receives from the Client to anyone else without the Client's prior written consent, except where disclosure is:

- required by law, a court order or a regulator; or
- to EL Consult's employees, associates or subcontractors on a strict need-to-know basis, where they are bound by equivalent confidentiality obligations.

9.3 This obligation continues after this Agreement ends or expires.

10. INDEPENDENCE OF THE PARTIES

10.1 EL Consult acts as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the Parties, and neither Party may bind the other. EL Consult will not become a director, officer or manager of the Client.

10.2 EL Consult is a separate legal entity that trades independently. The Client confirms that its contract is with EL Consult alone, and that no other company or organisation is a party to this Agreement or is responsible for providing, or liable for, the Services. The Client will not state or imply that EL Consult is connected with any other business by reason of this Agreement.

10.3 EL Consult may use employees, associates or subcontractors to deliver the Services, provided they are bound by confidentiality obligations no less strict than Clause 9. EL Consult remains responsible to the Client for their work.

11. GENERAL

11.1 **Entire agreement.** This Agreement is the whole understanding between the Parties on its subject matter and replaces all earlier agreements and understandings, whether written or oral.

11.2 **No reliance.** The Client confirms that it has not relied on any representation, warranty or understanding that is not set out in this Agreement.

11.3 **Variation and waiver.** A change to this Agreement is valid only if it is in writing and signed by both Parties. A waiver of any term is not a continuing waiver unless it says so expressly in writing.

11.4 **Third parties.** No one who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, and each signed copy is an original.

11.6 **Governing law.** This Agreement is governed by the law of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising under or in connection with it.

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12. SIGNATURES

The Parties have signed this Agreement on the date written at the start of the Key Terms.

FOR AND ON BEHALF OF **EL CONSULT LTD**	FOR AND ON BEHALF OF **THE CLIENT**
Signature: _____	Signature: _____
Full Name: _____	Full Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

— END OF AGREEMENT —

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