

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Cenex

REDACTED

Dear REDACTED

Letter of Appointment

This letter of Appointment dated 01/9/2020, is issued in accordance with the provisions of the DPS Agreement (RM3824) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	To be provided post Contract Award
From:	Department for Transport (DFT)
To:	Cenex

Effective Date:	4 th September 2020
Expiry Date:	End date of Initial Period 3 rd April 2021 Option to extend for one year. Notice of 3 months must be given. The new end date if the extension option is taken is 2 nd April 2022

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	Customer: Department for Transport REDACTED Supplier: REDACTED
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[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	£249,705.60
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim
Liability Requirements	Suppliers limitation of Liability (Clause of the Contract Terms);
Customer billing address for invoicing:	Accounts Payable, REDACTED

GDPR	Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

Name and Title:

REDACTED

REDACTED

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

1. PURPOSE

- 1.1 The Office for Low Emission Vehicles (OLEV) seeks a supplier to conduct an audit of domestic chargepoint installations, funded through the Electric Vehicle Homecharge Scheme (EVHS), by making on-site visits to carry out technical/electrical inspections at the addresses of a sample of domestic chargepoint installations and reviewing the processes used by installers.
- 1.2 The purpose of the on-site visits is to determine the levels of compliance, by grant claimants and installers, with the terms and conditions of the EVHS.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 OLEV is part of the Department for Transport (DfT) and the Department for Business, Energy & Industrial Strategy (BEIS). OLEV is a team working across government to support the early market for ultra-low emission vehicles (ULEV). HMG is providing a package of nearly £1.5bn to position the UK at the global forefront of ULEV development, manufacture and use. This will contribute to economic growth and will help reduce greenhouse gas emissions and air pollution.
- 2.2 OLEV implemented infrastructure grant schemes to support the early ULEV market with the costs of installing domestic chargepoints, and with providing charging infrastructure away from home. To date, OLEV has provided funding for over 120,000 domestic chargepoints through the earlier Domestic Recharging Scheme (DRS) and the current EVHS.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 Since 1 September 2014 the EVHS has provided grants to electric vehicle users for domestic chargepoints to be installed at their residential addresses.
- 3.2 Further details on the EVHS can be found here: <https://www.gov.uk/government/collections/government-grants-for-low-emission-vehicles#electric-vehicle-homecharge-scheme>. This includes information on technical requirements for chargepoints and guidance provided to consumers and installers.
- 3.3 An audit is required to provide assurance of compliance, by the installers, with the terms and conditions of the EVHS grant scheme and the safety standards stated within them.
- 3.4 OLEV aims to audit 5% of all installations that are successfully awarded an EVHS grant. The timeframe of the installations to be audited within this contract will be installations that have taken place from the contract start date until the contract end.

OLEV may additionally provide some older installations that they require to be audited.

- 3.5 The audit shall involve desk checks and checks via on-site visits to a sample of domestic customers with chargepoint installations to ensure compliance with the EVHS terms and conditions. EVHS guidance documents for customers and installers can be accessed via the following respective links:

<https://www.gov.uk/government/publications/customer-guidance-electric-vehicle-homecharge-scheme>

<https://www.gov.uk/government/publications/installer-guidance-electric-vehicle-homecharge-scheme>.

- 3.6 OLEV further aim to provide feedback to installers on both the overall outcome of the audit and on individual on-site inspections.

4. DEFINITIONS

Expression or Acronym	Definition
BS	Means British Standard
BS EN IEC	Means British Standard European Norm / International Electrotechnical Commission
C&G	Means City & Guilds
DfT	Means Department for Transport
EVHS	Means Electric Vehicle Homecharge Scheme
IET	Means Institution of Engineering and Technology
OLEV	Means Office for Low Emission Vehicles
ULEV	Means Ultra-Low Emission Vehicles
BEIS	Department for Business, Energy & Industrial Strategy
HMG	Her Majesty's Government
DRS	Domestic Recharging Scheme

5. SCOPE OF REQUIREMENT

- 5.1 All requirements are to be considered mandatory:
- 5.2 The grant scheme in scope for this audit is the EVHS.
- 5.3 Desk checks and on-site visit checks are required for a sample of installations completed under the above-mentioned scheme.

- 5.4 On-site visit checks will be conducted by experienced and qualified electrical inspectors. This experience will consist of time served as a qualified electrician and time served as an electrical inspector. The minimum qualifications are C&G 2391 & 2392, C&G 2360 Part 1 and 2 with AM1 & 2 or equivalents. The electrical inspectors need to be conversant with the theoretical intentions of the technical specifications for installations of chargepoints.
- 5.5 The supplier shall audit 5% of installations that are successfully awarded an EVHS grant during the time of the contract. This is predicted to be between 150 and 250 on-site visit checks per month. OLEV will provide the supplier with a monthly list comprising details of 10% of domestic chargepoint installations for that period and any additional installations that they require to be audited. The supplier shall use this list to arrange appointments and complete the requisite number of on-site visit checks.
- 5.6 Inspection reports of the on-site visit checks shall be forwarded to OLEV, the owner of the chargepoint, the installer and the installer's Competent Person Scheme operator.
- 5.7 Where an installation is found to pose a danger to life the supplier shall notify the homeowner not to use the installation. The supplier may conduct work to fix the issue posing this risk if it is in their competence to do so otherwise they shall affix a notice to the installation stating it should not be used until fixed.
- 5.8 Where there is non-compliance with a relevant safety standard, the supplier shall notify the installer, requesting a response from the relevant installer, and assess whether the installer's response addresses the non-compliance. The assessment of the installer's response may include another on-site visit check to verify the issue has been addressed.
- 5.9 Any legal follow-up work resulting from inaction or an inadequate response from an installer will be out of scope of this contract.

6. THE REQUIREMENT

- 6.1 The supplier will need to carry out the following as a minimum as part of each assessment of an installation:

Desk checks

- 6.1.1 A desk check shall be conducted prior to arranging an on-site visit check to determine any indication of non-compliance with any of the terms and conditions listed in the version of the EVHS guidance documents that were current at the time of the installation;
- 6.1.2 The desk check shall comprise a review of the EVHS grant application claim form and its accompanying evidence (such as photographs) which was submitted by the installer for the installation; and
- 6.1.3 Record the results of each desk check.

On-site visit checks

- 6.1.4 Determine if a chargepoint has been installed and is working;

- 6.1.5 Determine if the chargepoint installation meets the requirements set out in the version of the EVHS guidance documents that were current at the time of the installation;
- 6.1.6 Determine compliance (or noncompliance) with the version of the technical specifications current when the installation occurred. This comprises:
- Verifying chargepoints are fitted safely and securely
 - Verifying chargepoints meet the requirements set out in the IET Code of Practice for Electric Vehicle Charging Equipment Installation
 - Verifying chargepoints meet the requirements of Part P of the Building Regulations (Electrical safety - Dwellings)
 - Verifying chargepoints meet the version of the IET Wiring Regulations (BS 7671)
 - Verifying chargepoints are installed in accordance with BS EN IEC 61851
- 6.1.7 Assess the chargepoint installation to determine if the stated time and materials used for the installation taken are appropriate and make a judgement as to whether declared costs are a true reflection of actual costs.
- 6.1.8 Record the results of each on-site visit check (with photographs).
- 6.1.9 Inform the owner of the chargepoint of the outcome of the on-site visit check and if remedial work is needed.
- 6.1.10 Inform the owner of the chargepoint if they consider it poses a risk to life and, if required, affix a sign to the installation saying it is not to be used. If the supplier is able to fix the issues, and it is within their competence, they should.
- 6.1.11 For each on-site visit, prepare an inspection report regarding the outcome of the audit of the installation. The supplier will send copies of the report to the owner of the chargepoint, the installer, and the installer's Competent Person Scheme operator. The report will describe the outcome of the on-site visit check, highlighting any issues discovered. Each report will be sent with a covering letter.
- 6.1.12 Templates for the covering letters and reports shall be agreed between the supplier and OLEV at the start of the contract.

6.2 Follow-up action with installers

- 6.2.1 The supplier shall inform installers of any installations that do not meet the requirements of the EVHS, using a template for correspondence agreed by OLEV and the supplier at the start of the contract. The installer shall be asked to respond to the compliance issues identified in the inspection report; to fix, if required, the issues in the shortest possible time; and to provide, if work takes place, evidence of the installation subsequently being compliant.
- 6.2.2 The supplier shall assess all responses from installers and provide expert opinions as to whether the installer has fixed the issues identified for the

relevant installation(s) and whether a further on-site visit check is needed to verify the response from the installer. The default is that a further on-site visit check should be conducted. OLEV will confirm whether it agrees with the supplier's recommendation for an on-site visit check. OLEV may require the on-site visit check shall be conducted even if the supplier recommends that it is not needed.

- 6.2.3 The supplier shall set out in their bid a project plan detailing the shortest reasonable time for the installers to fix issues identified and for all actions to be completed.
- 6.2.4 The supplier shall report to OLEV the outcome of this process for each installation assessed under it. This shall include the outcome of any follow-up on-site visit check.

Reporting

- 6.3 The supplier shall provide OLEV with inspection reports detailing the outcomes of each on-site visit check. These shall as a minimum:
 - 6.3.1 Use the filing convention: name of installer name of homeowner report identifying number, or a filing convention agreed between OLEV and the supplier at the start of the contract.
 - 6.3.2 Provide a summary of the audit's findings, including if the installation poses a risk to life or a fire risk.
 - 6.3.3 Report where an EVHS requirement is not being met and provide sufficient detail and photos (where relevant) such that a third party can understand which part of the relevant standard or code is not being met and why.
 - 6.3.4 Report where specific criteria could not be assessed.
 - 6.3.5 Report on any action taken by the installer to fix compliance issues identified and provide a recommendation as to whether the installer has addressed the issues.
- 6.4 The supplier shall provide monthly activity reports. These shall be submitted to OLEV electronically using appropriate formats to display information concisely and legibly, so they are understandable (e.g. narrative, graphs, charts and tables).
- 6.5 The monthly activity reports shall be provided on an agreed date every month by the supplier. These reports shall include as a minimum:
 - 6.5.1 An overview of whether targets set out in the bid documentation and project plan are being met;
 - 6.5.2 Number of on-site visit checks and follow-up on-site visit checks scheduled;
 - 6.5.3 Number of on-site visit checks and follow-up on-site visit checks completed in the month and in total;
 - 6.5.4 Number of on-site visit checks where no compliance issues were found.

- 6.5.5 Number of on-site visit checks where compliance issues were found;
 - 6.5.6 Number of installers notified of failed inspections;
 - 6.5.7 Number of installer responses, to failed inspection notifications, received and evaluated;
 - 6.5.8 Number of follow-up on-site visit checks required;
 - 6.5.9 Cumulative number of issues broken down by issue type in the financial year;
 - 6.5.10 Any recommendations to be passed on to specific manufacturers to address any issues found with their equipment;
 - 6.5.11 Any recommendations to be passed on to distributed network operators to address any issues found;
 - 6.5.12 An overview of installers audited, and any issues found. This shall be broken down by installer. This shall include details of whether any remedial work was needed and any follow up audits;
 - 6.5.13 Any recommendations for the OLEV guidance or standards bodies to address any issues found with installers.
- 6.6 An interim report shall be provided mid-way through the contract by the supplier. The interim report shall include:
- 6.6.1 An overview of whether targets are being met;
 - 6.6.2 An overview of the issues found in the period;
 - 6.6.3 Statistics on the issues found, including those for follow-up on-site checks;
 - 6.6.4 Statistics on the on-site visit checks conducted, including follow-up on-site checks;
 - 6.6.5 Any lessons learned from the audit process.
- 6.7 A draft final report shall be provided by the supplier. The draft final report shall include:
- 6.7.1 An overview of the issues found;
 - 6.7.2 Statistics on the issues found, including those for follow-up on-site checks;
 - 6.7.3 Statistics on the on-site visit checks conducted, including follow-up on-site visit checks;
 - 6.7.4 Any lessons learned from the audit process;

6.7.5 Recommendations for the grant schemes, regulations or installers.

6.8 The supplier shall then provide a final report, based on any comments returned by OLEV regarding the final draft report.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
Inception of project	Agreed Plan for the on-going activities of desk checks and on-site visit checks and how reporting will be performed	Initial week following commencement of the awarded contract.
Monthly activity reports.	Desk checks evidenced by production of desk check worksheets On-site visit checks evidenced by production of on-site worksheets and photographs, and monthly summary reports for on-site visit checks A report summarising the monthly activity undertaken	Monthly. The last report to be delivered 4 weeks before the end of the contract.
Production of interim report document	A report detailing findings for the period	At mid-way point of the contract
Production of a draft final report document	A draft report detailing the outcome of the inspections and audit	6 weeks before the end of the contract
Production of a final report document	An agreed version of the draft final report	2 weeks before the end of the contract

8. MANAGEMENT INFORMATION/REPORTING

8.1 The supplier shall provide reports as detailed in sections 5 and 6 within the timescales stated in section 6.

9. VOLUMES

9.1 The supplier is expected to complete between 150-250 on-site visit checks per month. The exact number will depend on the number of installations completed.

10. CONTINUOUS IMPROVEMENT

10.1 The supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

- 10.2 The supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 No specific requirements

12. QUALITY

- 12.1 The supplier shall perform audits to a sufficient level to provide an assessment against the installation guidance and standards.
- 12.2 The supplier shall perform its obligations to meet the Milestones stated in section 7.
- 12.3 The supplier shall provide reports of sufficient quality such that the reporting requirements are clearly met.
- 12.4 On-site visit checks will be conducted by experienced and qualified electrical inspectors. The minimum qualifications are C&G 2391 & 2392, C&G 2360 Part 1 and 2 with AM1 & 2 or equivalents.

13. PRICE

- 13.1 The Budget is £250,000.00 excluding vat and excluding the extension option.
- 13.2 OLEV requires a blended pricing with a capped element and a call-off element;
 - 13.2.1 the capped element being:
 - 13.2.1.1 a capped price for the anticipated setup costs and overheads of the contract;
 - 13.2.2 the call-off element being:
 - 13.2.2.1 a fixed price for each desk check of an EVHS domestic chargepoint installation; and
 - 13.2.2.2 a fixed price for each on-site visit check of an EVHS domestic chargepoint installation.
 - 13.2.2.3 A fixed price for each follow-up audit of an EVHS domestic chargepoint installation.
- 13.3 The above excludes any travel and subsistence costs. Travel and subsistence costs are to be submitted as expenses and are to be in accordance with Department for Transport Travel and Subsistence rates.
- 13.4 The contract term will run for a 7 month period with the option to extend the contract by a further 12 months.
- 13.5 A costs summary of completed installation inspections (i.e. those for which OLEV has accepted an inspection report), overheads, and expenses shall be submitted monthly in arrears by the supplier to the contract manager for approval. Once approved, an

invoice can be submitted for payment. Invoicing details shall be given in the Award Letter should a contract be agreed.

- 13.6 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 OLEV will monitor the supplier's performance through monthly meetings and ad hoc reporting. These may be face to face or via teleconferencing. The format of the meetings shall be agreed between the supplier and OLEV. Review meetings will be monthly, but for the first two months will be every two weeks to ensure the smooth transfer of administration. Ad hoc meetings can be arranged to discuss any issues which arise.
- 15.2 OLEV will monitor the performance of the supplier and report any corrective action needed. Failure to correct actions may lead to OLEV deeming milestones are not met and payment being delayed/withheld.
- 15.3 Any variations from the agreed procedures and timeline, including deliverables, for the project shall be notified and agreed between OLEV and the supplier.
- 15.4 At the end of the contract, OLEV requires the supplier to provide a final report and a close out meeting highlighting the outcome of the audit and any recommendations.
- 15.5 The Authority will measure the quality of the supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	On-site visit checks	The supplier will arrange and complete on-site visits, and report the findings, within the timeframe set out in their bid documentation	50% of the installations notified to the supplier are audited within the agreed timeframe.
2	Notification to installers and Competent Person Scheme Operators	The supplier will send installers and their Competent Person Scheme operator inspection reports within two weeks of completion of a visit	100%.
3	Follow-up action appraisal	The supplier will notify OLEV of the assessment of an installers response to a notification, or a lack of response, within the timeframe stated in their bid documentation	100%
4	Follow-up on-site visits	The supplier will arrange and complete on-site visits, and report the findings, within the timeframe set out in their bid documentation	80% of follow-up audits are completed within the agreed timeframe.
5	Reporting	All reports are delivered as per the schedule in section 6	100%

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The supplier will hold and process data that is marked as OFFICIAL-SENSITIVE (PERSONAL) under HMG Security Policy Framework and must comply with its mandatory requirements for data processing.
- 16.2 The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).
- 16.3 Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on behalf of OLEV. OLEV will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on OLEV’s documented instructions, as set out in Annex A (Schedule of Processing, Personal Data & Data Subjects) of this Statement of Requirements.

17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to:

Accounts Payable,

REDACTED

18. CONTRACT MANAGEMENT

- 18.1 Attendance at Contract Review meetings shall be at the supplier's own expense.

19. LOCATION

- 19.1 Services will be carried out at domestic premises across the UK.
- 19.2 Meetings will be held via video conferencing or at DfT premises REDACTED

ANNEX B

Supplier Proposal



001-Q4.1_-_Auditing_Electrical_Installations_Experience.pdf



002-Q4.2_-_Project_Management_Experience.pdf



003-Q4.3_-_Standards_Knowledge.pdf



004-Q4.4_-_Staff_CVs_Cenex_Certsure.pdf



005-Q5.1_-_Resource_Allocation_Plan.pdf



006-Q5.2_-_Risk_Register.pdf



007-Q5.3_-_Project_Plan.pdf



008-Q5.4_-_Quality_Plan.pdf



009-Q6.1_-_Methodology.pdf

