**Homes for Net Zero – Research Services**

**Award Form**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier’s contact details.

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|  | **Buyer** | Department for Energy Security and Net Zero (the Buyer). Its offices are on: 1 Victoria Street, London SW1H 0ET |
|  | **Supplier** |

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| --- | --- |
| Name:  | ***[Insert name (registered name if registered)]*** |
| Address:  | ***[Insert address registered address if registered]*** |
| Registration number:  | ***[Insert registration number if registered]*** |
| SID4GOV ID: | ***[Insert SID4GOV ID if you have one]*** |

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|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables.This opportunity is advertised in the Contract Notice in Find A Tender, reference **prj\_1518** (FTS Contract Notice). |
|  | **Contract reference** | Homes for Net Zero – Research Services (prj\_1518) |
|  | **Deliverables**  | See Schedule 2 (Specification) for further details.**Work Package Summary**

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| **Work Package**  | **Brief description**  |
| WP0 – Project management  | Manage the project throughout and regularly report to the DESNZ project governance.  |
| WP1 – Literature review  | Review existing academic and industry literature around the research questions and develop methodology to build on existing work.  |
| WP2 – Participant recruitment  | Recruit and obtain homeowner agreements for at least 1000 homes into the project. Put in place any required data sharing agreements.  |
| WP3 – Basic monitoring  | Design, trial and deploy a basic level of monitoring for all homes in the trial including energy consumption using smart meters and internal temperatures.  |
| WP4 – Detailed monitoring and interventions  | For a portion of the full sample of homes, design, trial and deploy a more detailed package(s) of monitoring equipment and intervention measures to answer the research questions. Specify the number of homes within different test groups to be delivered.  |
| WP5 – Roadmapping  | Design, trial and deliver a consumer engagement offering that will support them on their journey to Net Zero and collect data to answer associated research questions.  |
| WP6 – Data collection and processing  | Collect data on energy consumption, internal temperatures, consumer preferences and behaviour for a minimum of 1 year and ensure this data is robust and reliable.  |
| WP7 – Data analysis  | Analyse the data arising from the project to answer the research questions.  |
| WP8 – Reporting and dissemination  | Provide a detailed description of the project, methodology, results and conclusions in a technical report. Summary findings from the project in an executive summary. Present findings to DESNZ and others.  |
| If required, WP9 – Handover and exit   | Develop a handover or exit plan to any new supplier in readiness for Phase 2 and transfer all arising IP to DESNZ.  |

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|  | **Buyer Cause** | Any breach of: The obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract.See Clause 6.3 for further details. |
|  | **Start Date** | 11/09/2023  |
|  | **Expiry Date** | 31/03/2025 |
|  | **Extension Period** | The Contract will end on 31/03/25 but may be extended until 31/03/27.  The contract is to be for a period of approximately 18 months unless terminated or extended by the Department in accordance with the terms of the contract. The price agreed for any extension would be based on the unit prices supplied in the first phase of the contract.There is a possibility that the contract could be extended for up to a further 24 months in order to deliver a second phase of the in-home monitoring as well as the installation of additional measures. Any extension will NOT be for the purposes of delivering Phase 1 of the contract. The possibility of extension to deliver Phase 2, will be at the discretion of DESNZ and will depend on Departmental budgetary and approval processes, as well as best value for money considerations (including, without limitation, successful completion of the existing contract scope).The project shall be split into two core phases: phase 1 and phase 2. Phase 1 will be delivered first and Phase 2 will be conditional upon securing the relevant funding approvals to commence Phase 2 following the internal review of the successful completion of phase 1.Following the review of the delivery of Phase 1, the Buyer is entitled to exercise the right not to commence Phase 2. If this occurs, the contract will be finalised after the completion of Phase 1. If Phase 1 is approved, and successfully completed, the Buyer is entitled to exercise its right to extend the contract by up to a further 24 months to deliver Phase 2 of the project. If the Buyer wishes to extend this Contract, it shall give the Supplier at least 3 months’ written notice of such intention before the expiry of the contract.  |
|  | **Ending the Contract without a reason** | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. |
|  | **Incorporated Terms** (together these documents form the **"the Contract"**) | The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:This Award Form1. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form)
2. Core Terms
3. Schedule 36 (Intellectual Property Rights)
4. Schedule 1 (Definitions)
5. Schedule 6 (Transparency Reports)
6. Schedule 20 (Processing Data)
7. The following Schedules (in equal order of precedence):
	1. Schedule 2 (Specification)
	2. Schedule 3 (Charges)
	3. Schedule 5 (Commercially Sensitive Information)
	4. Schedule 9 (Installation Works)
	5. Schedule 13 (Contract Management)
	6. Schedule 16 (Security)
	7. Schedule 19 (Cyber Essentials Scheme)
	8. Schedule 20 (GDPR Requirement)
	9. Schedule 21 (Variation Form)
	10. Schedule 22 (Insurance Requirements)
	11. Schedule 24 (Financial Difficulties)
	12. Schedule 25 (Rectification Plan)
	13. Schedule 26 (Sustainability)
	14. Schedule 27 (Key Subcontractors)
	15. Schedule 29 (Key Supplier Staff)
	16. Schedule 30 (Exit Management)
	17. Schedule 32 (Background Checks)
8. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.
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 | **Special Terms** | Special Term 1 - **Any works or installation of equipment associated with the delivery of the requirements of this project in participant homes.**The Buyer holds the Supplier (and any subcontractors) liable for any loss and or damage it causes to the participating householders’ homes, “the premises”, during the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract. The Supplier is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear or tear.  The Supplier will comply with any health and safety requirements in relation to the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract at the Premises. The Supplier will immediately notify the Buyer of any incident at the premises that causes any damage to the premises and/or objects on the premises and also advise what remedial action will be taken to rectify the issue.  As a separate and independent obligation and liability, the Supplier will indemnify and compensate the Buyer against any claims, losses and expenses which may result from the Supplier causing damage to the premises and or any objects on the premises during the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract.  Contractors should ensure they have sufficient, relevant, insurance in place to cover any possible issues including, but not limited to, professional indemnity insurance of at least £2m. Specific requirements for levels of liability insurance are outlined in Schedule 22. |
|  | **Sustainability**  | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).  |
|  | **Buyer’s Environmental Policy**  | BEIS: Environment Policy [Appended at Schedule [26]] |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)  |
|  | **Buyer’s Security Policy** | Details in Schedule 16 (Security) |
|  | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information) |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | Recoverable as set out in Schedule 3 (Charges) |
|  | **Payment method** | The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with Mid -Tier Contract terms and conditions. |
|  | **Service Levels** | Not applicable  |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
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 | **Liability** | In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £**5 million** or **150**% of the Estimated Yearly Charges.In accordance with Clause 15.5, the Supplier’s total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, £***20 million*.** |
|  | **Cyber Essentials Certification** | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme). |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer. Regular project meetings should be held at least weekly until all installations of measures are complete, and at least every two weeks until the end of the project.
* The Supplier shall provide the Buyer with Progress Reports as above.
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|  | **Guarantee** | The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee) |
|  | **Virtual Library** | Not applicable. |
|  | **Supplier** **Contract****Manager** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |
|  | **Supplier Authorised Representative** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |
|  | **Supplier Compliance Officer** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |
|  | **Supplier Data Protection Officer** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |
|  | **Supplier Marketing Contact** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |
|  | **Key Subcontractors** | **Key Subcontractor 1**Name (Registered name if registered): ***[insert name]***Registration number (if registered): ***[insert number]***Role of Subcontractor: ***[insert role]******[Guidance: copy above lines as needed]*** |
|  | **Buyer Authorised Representative** | ***[Insert name]******[Insert job title]******[Insert email address]******[Insert phone number]*** |

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| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

18 June 2020 D2V1