



Department for
Energy Security
& Net Zero

**CONTRACT FOR BE23060: THE PROVISION OF SAP QUALITY
ASSURANCE TO THE DEPARTMENT OF ENERGY, SECURITY AND NET
ZERO (THE CONTRACT OFFER LETTER)**

(Purchase Order Number TBC)

This Contract is dated 30th May 2023 and is made between: -

1. **The Secretary of State for The Department for Energy, Security and Net Zero** (the "Authority") of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown.

and
2. **Etude Consulting Limited** (the "Contractor") whose registered office is at 5 Baldwin Terrace, London, N1 7RU

INTRODUCTION

- (A) On 19th April 2023 the Authority issued an invitation to tender for the provision of SAP Quality Assurance - including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 10th May 2023 and entitled SAP Quality Assurance explaining how it would provide the Services a copy of which is set out in Schedule 2 (the "Proposal").
- (C) The Specification and the Proposal were supplemented by the correspondence copies of which are set out in Schedule 5 (the "Correspondence").

The parties agree as follows: -

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (exclusive of Value Added Tax) (the "Contract Price") and in accordance with (a) the Specification; (b) the Contractor's Proposal; and (c) the Authority's Standard Terms and Conditions of Contract for Services (the "Standard Terms") (a copy of which is attached at Schedule 3); and (d) the Correspondence the Contractor shall provide the Services described in the Specification and the Contractor's Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION



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This Contract shall commence on 1st June 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 24 months (2 years) until 31st May 2025, with an optional one-year extension. There is, however, no commitment from the Authority to utilise this extension.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows: -

Clause 26(5) is replaced with "Subject to clause (6), each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than 125% of the estimated annual Charges due under this Contract.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

As of the 3rd of May 2023, the Department for Business, Energy and Industrial Strategy (BEIS) as referred to in the terms and conditions is to be replaced with Department for Energy, Security and Net Zero (DESNZ).

Any reference to BEIS will now refer to Department for Energy, Security and Net Zero (DESNZ).

3.3 The following additional terms also apply to this Contract – Not Used

3.4 The Contractor's terms and conditions of business shall not apply to this Contract.

3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses;
- b) the Standard Terms (as set out in Schedule 3);
- c) the Correspondence (as set out in Schedule 5);
- d) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- e) finally, the Contractor's Proposal (as set out in Schedule 2)

(save that where the Contractor's Proposals contain a provision requiring a higher standard of service provision, the Authority may (at



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its discretion and for no additional remuneration confirm that such higher standard applies).

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall deliver the perform the Services under the direction of the Authority.

- 5.2 Any direction by the Authority may be given by

at 1 Victoria Street, London SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager

- 5.3 The Contractor appoints [REDACTED] to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.

- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms.

7. TRANSPARENCY



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- 7.1 The Authority will publish the Contract and the Schedules hereto in their entirety on a designated government internet site. This publication is made in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda. Having considered the contract, and its contents, in light of the exemptions under the Freedom of Information Act 2000 (as referred to in Condition 40 of the Standard Terms), the Authority does not consider that any part of the Contract or the Schedules should be redacted. The Contract has therefore been offered to the Contractor on the basis of such publication taking place.
- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.



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Signed by the parties' duly authorised representatives: -

For the Secretary of State for The Department for Energy, Security and Net Zero

Signature: [REDACTED]

Print Name: [REDACTED]

Job Title: ... [REDACTED]

Date: [REDACTED]

For the Contractor Etude Consulting Limited

Signature: ... [REDACTED]

Print Name: [REDACTED]

Job Title: ... [REDACTED]

Date: [REDACTED]



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The following Schedules *if applicable and Annexes* form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Standard Terms & Conditions of Contract for Supplies/Services
Schedule 4	Contract Price
Schedule 5	The Correspondence - Not Used
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule – Not Used