



Department for  
Business, Energy  
& Industrial Strategy

**CONTRACT FOR THE PROVISION OF *Energy system 'digital spine' feasibility study* TO THE DEPARTMENT OF BUSINESS, ENERGY AND INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)**

This Contract is dated 13th February 2023 and is made between:-

1. **The Secretary of State for Business, Energy & Industrial Strategy** (the "Authority") of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;  
  
and
2. *Ove Arup & Partners Ltd* (the "Contractor") whose registered office is at *8 Fitzroy St, London W1T 4BJ, company number 01312453*.

**INTRODUCTION**

- (A) On *10 October 2022* the Authority issued an invitation to tender for the provision of *Energy system 'digital spine' feasibility study* - including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated *18 November 2022* and entitled *Energy Systems Digital Spine Feasibility Study* explaining how it would provide the Services a copy of which is set out in Schedule 2 (the "Proposal").

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); the Contractor shall provide the Services described in the Specification and the Contractor's Proposal to the Authority.

**2. COMMENCEMENT AND CONTINUATION**

This Contract shall commence on *22<sup>nd</sup> February 2023* and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of *six months*, ending on *23<sup>rd</sup> August 2023*.

**3. TERMS AND CONDITIONS**



Department for  
Business, Energy  
& Industrial Strategy

- 3.1 The Standard Terms shall form part of this Contract.
- 3.2 The Contractor's terms and conditions of business shall not apply to this Contract.
- 3.3 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 Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
  - d) 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 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 perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by **REDACTED** (the "Contract Manager") who is an officer in the Authority's *Department for Business, Energy & Industrial Strategy*, 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** *Global Digital Energy Leader*, **REDACTED** Tel: **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



Department for  
Business, Energy  
& Industrial Strategy

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**

- 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 11 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.

### **Signed by the parties' duly authorised representatives:-**

For the Secretary of State for Business, Energy & Industrial Strategy

Signature: .....  




Department for  
Business, Energy  
& Industrial Strategy

Print Name: ..... **REDACTED** .....

Director -Science & Innovation for Climate & Energy  
Job Title: .....

2/14/2023  
Date:.....

For the Contractor .....  
**REDACTED**

Signature: .....  
**REDACTED**

Print Name: **REDACTED** .....

Job Title: Director .....

Date: 13/02/2023 .....



Department for  
Business, Energy  
& Industrial Strategy

**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 6	Annex 1 - Processing, Personal Data and Data Subjects schedule



Department for  
Business, Energy  
& Industrial Strategy

## Schedule 1 – Authority's Specification

**REDACTED**



Department for  
Business, Energy  
& Industrial Strategy

## Schedule 2 – Contractor's Proposal

**REDACTED**



Department for  
Business, Energy  
& Industrial Strategy

### **Schedule 3 – Standard Terms and Conditions**

**REDACTED**



## Schedule 4 – Contract Price

This is a fixed price contract, where payments will be linked to the delivery of milestones/deliverables as detailed in the Specification of Requirements.

Department for  
Business, Energy  
& Industrial Strategy


## Pricing Schedule

### Instructions

This is the Pricing Schedule to be completed by the Bidder and submitted as part of the Response.

Bidders must complete all indicated cells in green with the information requested across each of the following tabs:

- Cross Cutting Requirements
- Phase 1
- Phase 2



Department for  
 Business, Energy  
 & Industrial Strategy

**SCHEDULE OF TOTALS FOR EVALUATION**

Reference Number:	REDACTED	
Tender for:	Flexibility Innovation Programme: Energy system 'digital spine' feasibility study	
Tenderer:	Ove Arup & Partners Ltd	
Total for Evaluation		
	Guidance Reference from Table 4.1	Total
Cross Cutting Requirements	R1 - Programme Initiation and Ongoing Management (inclusive of R1-01 and R1-02)	£ REDACTED
Phase 1	R2 - Defining the concept and benefits of the solution R3 - Stakeholder identification and engagement R4 - User journeys and use cases	£ REDACTED
Phase 2	R5 - Constraints and dependencies R6 - Technical feasibility and requirements R7 - Potential delivery routes R8 - Final reporting	£ REDACTED
Grand Total		£ 189,260.08

SCHEDULE OF CROSS CUTTING REQUIREMENTS				
Reference Number:	REDACTED			
Tender for:	Flexibility Innovation Programme: Energy system 'digital spine' feasibility study			
Tenderer:	Ove Arup & Partners Ltd			
For activities detailed under Section R1 - Programme Initiation and Ongoing Management				
Role	Summary of Role	Daily Rate	No. of days on Contract	Total Price per Resource
R1-01: Mobilisation and ongoing reporting and management				
REDACTED				Guidance note: Labour inclusive of overheads
REDACTED				Guidance note: Labour inclusive of overheads
Assumptions*				
Summary of Assumptions/Breakdown of cost listed above				
REDACTED				
*Assumptions will not be evaluated. The purpose is to provide helpful insight into cost breakdown				

	
Department for Business, Energy & Industrial Strategy	
SCHEDULE FOR PHASE 1	
Reference Number:	REDACTED
Tender for:	Flexibility Innovation Programme: Energy system 'digital spine' feasibility study
Tenderer:	Ove Arup & Partners Ltd
For activities detailed under Phase 1 Requirements: Scope and Stakeholder Management	
REDACTED	
Assumptions*	
Summary of Assumptions/Breakdown of cost listed above	
REDACTED	
*Assumptions will not be evaluated. The purpose is to provide helpful insight into cost breakdown	
SCHEDULE FOR PHASE 2	
Reference Number:	REDACTED
Tender for:	Flexibility Innovation Programme: Energy system 'digital spine' feasibility study
Tenderer:	Ove Arup & Partners Ltd
For activities detailed under Phase 2 Requirements: Feasibility and Delivery	
REDACTED	
Assumptions*	
Summary of Assumptions/Breakdown of cost listed above	
REDACTED	
*Assumptions will not be evaluated. The purpose is to provide helpful insight into cost breakdown	



Department for  
Business, Energy  
& Industrial Strategy

**Project Plan and Finance Tables, (PPFT), excel document – The final version will be finalised by both parties through email exchange following kick off meeting.**

**REDACTED**

**For avoidance of doubt, this document, (the PPFT) will take precedence over the Project Cost Breakdown Form once approved by the Authority**



Department for  
Business, Energy  
& Industrial Strategy

## **Schedule 6**

### **Annex 1**

#### **Processing, Personal Data and Data Subjects schedule**

**REDACTED**