



Department for
Energy Security
& Net Zero

SBRI CONTRACT FOR THE PROVISION OF PHASE 1 NON-DOMESTIC SMARTER TARIFF COMPARISONS TO THE DEPARTMENT FOR ENERGY SECURITY AND NET ZERO (THE CONTRACT OFFER LETTER)

This Contract is dated 24/08/2023 and is made between:-

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

and
2. **EDF ENERGY R&D UK CENTRE LIMITED** (the “Contractor”) whose registered office is at 90 Whitfield Street, London, England, W1T 4EZ. Companies House Number: 02948613.

INTRODUCTION

- (A) On 4/05/2023 the Authority issued the SBRI Competition Guidance for the Non-Domestic Smarter Tariff Comparisons Programme (ref: prj_591). This guidance includes the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 13/06/2023 and entitled Project STAR (Smart Tariff AdvisoR) 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); (d) the Correspondence ; and (e) the Deliverable and Payment Milestone Schedule (a copy of which is to be delivered within two week’s of project kick-off meeting), the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal and the Correspondence to the Authority.



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2. COMMENCEMENT AND CONTINUATION

This Contract shall commence on 01/09/2023 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 3 months and one week, ending on 8/12/2023.

3. TERMS AND CONDITIONS

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 Correspondence (as set out in Schedule 5);
- d) the Authority's Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- e) the Contractor's Proposal (as set out in Schedule 2); and
- f) finally, the Deliverable and Payment Milestone Schedule (to be delivered two weeks after project kick-off meeting).

(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.



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- 5.2 Any direction by the Authority may be given by [REDACTED] (the "Contract Manager") who is an officer in the Authority's Smart Meter Implementation Programme 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 11 of the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto in their entirety 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 41 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

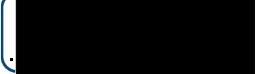


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Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy Security and Net Zero

Signature: 

Print Name: 

Job Title: 

Date: 9/4/2023

For the Contractor 

Signature: 

Print Name: 

Job Title: 

Date: 28-08-2023



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The following Schedules 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 Services
Schedule 4	Contract Price
Schedule 5	The Correspondence
Schedule 6	Processing, Personal Data and Data Subjects schedule
Schedule 7	Deliverable and Payment Milestone Schedule



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Schedule 1 – Authority’s Specification



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Schedule 2 – Contractor’s Proposal



EDF Energy R&D UK
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Schedule 3 – Standard Terms and Conditions



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terms-and-conditior



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Schedule 4 – Contract Price

1. Calculation of the Contract Price

The Contract Price shall be calculated on the basis of Fixed Price, where sums are due based on completion of key activities. Total Contract Value for Phase 1 is **£49,582.80** excluding VAT.

The pricing for Phase 1 shall be determined by referencing the revised Phase 1 expenses outlined in schedule 4 under "labour split". This adjustment is necessary as the initial cost breakdown, provided in the attached document below, encompasses expenses for all three phases, whereas our requirement pertains solely to the costs associated with Phase 1



7_Project STAR -
project-cost-breakdown-form FINAL.xlsx



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Schedule 5 – Correspondence

The first Correspondence relates to justification of costs for [REDACTED] travel when showcase is expected to be virtually.

It should be noted that the Travel and Subsistence amounts for the showcase will be taken out of final costing (given these are virtual). A further submission of Phase 1 Project Cost Breakdown Form (to reflect this) will not be requested at this stage (but this should be reflected in the forthcoming 'DESZ Project Plan and Finances Table').

The second Correspondence relates to confirmation that named individuals have the appropriate resources to commit to this project.

The third Correspondence relates to the days allocated to two resources that were in excess of estimated 18-month duration of the project (clarifications required for delivery timeline).

The fourth Correspondence relates to any project team members being part of multiple successful applications.

The above four points comprise of:



Copy of Technical -
Commercial DD temp

The fifth Correspondence relates to Clarification on labour and overhead costs for Phase 1 and for Phases 2/ 3 (which also further addresses third correspondence point above, splitting out developer roles).

This comprises of:



Labour Split.xlsx



FW NDSTC - EDF
Energy RD UK - Com

It should be noted that this copy contains costs for Phase 1 to 3. As per the published Competition Guidance, we would expect to see updated costs submitted as part of Phase 2/ 3 application- to be reviewed as part of the down selection process.



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The sixth Correspondence relates to clarification of the sub-contractor (external design agency) and request for their company details. This detail has been provided on 21/08/2023, and is as follows:

Bunnyfoot Limited, a company incorporated in England and Wales with registered number 03916863, whose registered office is Avalon, Oxford Road, Bournemouth, England, BH8 8EZ;

The seventh Correspondence relates to labour and workforce position.

It should be noted (discussed at project Due Diligence meeting, 15th August) that the developer (for Phase 2/3) will be named following company restructuring and in time for Phase 2/ 3 application, but confirmed that there is sufficient resource within company to fulfil this role (without recruitment).



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Schedule 6 -

Processing, Personal Data and Data Subjects schedule

Annex 1 Data Protection as provided by contractor – The final version will be finalised by both parties through email exchange following the kick-off meeting.

Data Protection Officer: [REDACTED]
[REDACTED]
[REDACTED]



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Schedule 7 – Deliverable and Payment Milestone Schedule

Phase One DESNZ Project Plan and Finance Table to be appended - deadline to return the within two weeks of project kick-off meeting which we anticipate holding early September.

For the avoidance of doubt, once approved by the Authority, the DESNZ Project Plan and Finances Table will take precedence over the Project Cost Breakdown Form.