

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.

1.	Buyer	<p>The Department for Business, Energy and Industrial Strategy (BEIS) (the Buyer).</p> <p>Its offices are at: 1 Victoria, London SW1H 0ET</p>
2.	Supplier	<p>Name: ICF Consulting Services Limited</p> <p>Address: ICF Consulting Services Limited Riverscape 10 Queen Street Place London EC4R 1BE</p> <p>Registration number: 4161656</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Technical Support Services (TTS) in connection with the Industrial Energy Transformation Fund (IETF).</p> <p>This opportunity was advertised in the Contract Notice on the Find a Tender Service reference 2021/S 000-018708.</p> <p>The maximum value of the Contract (initial 24 months) shall not exceed £1,550,000 (Ex VAT).</p> <p>If the Buyer acting in its sole discretion decides to extend the Contract beyond the initial 24-month period, the maximum value of each extension period is £725,000 (Ex VAT) which is subject to budgetary approval.</p> <p>For the avoidance of doubt, if both extension period options are exercised then the overall maximum not to exceed value of the Contract would be £3,000,000 (Ex VAT).</p>

4. Contract reference	4977/03/2021
5. Deliverables	<p>Technical Support Services (TSS) in connection with the Industrial Energy Transformation Fund (IETF).</p> <p>See Schedule 3 (Specification) for further details.</p>
6. Start Date	01 December 2021
7. End Date	30 November 2023
8. Extension Period	<p>This Contract can be extended by the Buyer for a period of up to 24 months by giving the Supplier one month's written notice before its expiry.</p> <p>Should the Buyer in its sole discretion decide to extend the Contract, the extension period shall be in 2 periods of up to 12-months each.</p> <p>For the avoidance of doubt, the Buyer does not warrant that it will exercise such option(s) and is under no obligation to exercise either 12-month extension period.</p>
9. Incorporated Terms (Together these documents form the 'the Contract')	<p>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:</p> <ul style="list-style-type: none"> • This Award Form • Any Special Terms (see Section 10 Special Terms in this Award Form) • Mid-tier Terms and Conditions • Schedule 1 (Definitions) <p>The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> • Schedule 2 (Schedule of Requirements) • Schedule 3 (Specification) • Schedule 4 (Charges) • Schedule 5 (Tender) • Schedule 6 (Commercially Sensitive Information)

		<ul style="list-style-type: none"> • Schedule 7 (Transparency Reports) • Schedule 8 (Service Levels) • Schedule 9 (Contract Management) • Schedule 10 (Supply Chain Visibility) • Schedule 11 (Processing Data) • Schedule 12 (Variation Form) • Schedule 13 (Insurance Requirements) • Schedule 14 - Not Used • Schedule 15 (Rectification Plan) • Schedule 16 (Corporate Social Responsibility) • Schedule 17 (Key Subcontractors) • Schedule 18 (Key Supplier Staff) • Schedule 19 (Cyber Essentials Scheme) • Schedule 20 (Exit Management)
10.	Special Terms	<p>Special Term 1 – General Pricing</p> <p>a) Item 1 of the Schedule of Requirements (Schedule 2) shall be priced on a “Fixed Price” basis meaning that the price is not subject to variation or revision in anyway during the term of the Contract unless otherwise agreed between the Parties.</p> <p>b) Items 2 & 3 of the Schedule of Requirements (Schedule 2) shall be priced on a ‘Time and Materials’ basis using the rates provided by the Supplier detailed in Schedule 4 (Charges), Offered during the competitive tendering process. For the avoidance of doubt, the rates detailed in Schedule 4 (Charges) are Fixed Rates meaning that they cannot be varied or revised during the term of the Contract (including any extension period, if exercised, unless otherwise agreed between the Parties).</p> <p>Special Term 2 – Fixed Price (Item 1 – Schedule of Requirements)</p> <p>Review Trigger Figure</p> <p>a) In the event the pricing assumptions used to calculate the Fixed Price for Item 1 of the Schedule of Requirements (Schedule 2)</p>

		<p>prove to be materially inaccurate then the Buyer reserves the right in its sole discretion to adjust the Fixed Price either upwards or downwards acting reasonably. The Fixed Price Review Trigger Figure for such a review is a variance of greater or less than 20% of the pricing assumption estimate (i.e. 80 applications per window) so equal to or greater than a mean average of 96 applications per window being received or equal to or less than a mean average of 64 applications per window being received.</p> <p>b) To avoid a situation of adjusting the Fixed Price on multiple occasions, any such review of the Fixed Price shall be made once the final Application Window has closed.</p> <p>c) In the event the Buyer receives a significantly greater number of grant applications equal to or above the Fixed Price Review Trigger Figure (a mean average of 96 applications per window) then all additional costs reasonably and properly incurred by the Supplier shall be paid upon satisfactory completion of the work via Item 3 of the Schedule of Requirements (Schedule 2).</p> <p>d) In the event the Buyer receives a significantly lesser number of grant applications equal to or less the Fixed Price Review Trigger figure (a mean average of 64 applications per window) then a reasonable adjustment shall be made to the Fixed Price.</p> <p>e) The Buyer reserves the right to decide in what form the reasonable adjustment shall be made, however, in the first instance due consideration would be given to offsetting any Supplier underspend against Item 2 of the Schedule of Requirements (Schedule 2).</p>
11.	Buyer's Environmental Policy	Not applicable
12.	Buyer's Security Policy	Not applicable
13.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 5 (Tender).
14.	Commercially Sensitive Information	Details in Schedule 6 (Commercial Sensitive Information)

15. Charges	Details in Schedule 4 (Charges)
16. Reimbursable expenses	Details in Schedule 4 (Charges)
17. Payment method	<p>Item No 1 of the Schedule of Requirements (Schedule 2) – Payment shall be made upon the satisfactory assessment and completion of each grant application window. Payment shall be made in four equal payments, one for each grant application window.</p> <p>Items No 2 & 3 of the Schedule of Requirements (Schedule 2) – Payment shall be made monthly in arrears on presentation of a fully itemised invoice detailing the ‘Time and Materials’ expended using the agreed rates as specified at Schedule 4 (Charges). The Supplier shall be required to shall provide timesheets in support of their invoices submitted.</p>
18. Service Levels	<p>Service Credits will accrue in accordance with Schedule 8 (Service Levels)</p> <p>The Service Credit Cap is: £106,250 (This figure is based upon a Supplier performance level of 25% below the required Service Level Threshold across all 10 KPIs) for two consecutive quarters).</p> <p>The Service Period is: 24-Months</p> <p>A Critical Service Level Failure is: A “Red” level of performance recorded against one or multiple KPIs as set out in Schedule 8 (Service Levels).</p>
19. Insurance	Details in Annex of Schedule 13 (Insurance Requirements).
20. Liability	In accordance with Clause 11.1 of the Core Terms 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.
21. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every Quarter. • The Supplier shall provide the Buyer with Progress Reports every Quarter.
22. Guarantee	Not applicable

23.	Supplier Contract Manager	[REDACTED]
24.	Supplier Authorised Representative	[REDACTED]
25.	Supplier Compliance Officer	[REDACTED]
26.	Supplier Data Protection Officer	[REDACTED]
27.	Supplier Marketing Contact	[REDACTED]
28.	Key Subcontractors	<p>Name (Registered name if registered): SLR Consulting Ltd</p> <p>Registered Address:</p> <p>7 Wornal Park Menmarsh Road Worminghall Aylesbury HP18 9PH</p> <p>Registration number (if registered): 3880506</p> <p>Role of Subcontractor: Technical assessments and site audits.</p>
29.	Buyer Authorised Representative	[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	03/12/2021	Date:	06/12/2021