



Department for
Business, Energy
& Industrial Strategy

CONTRACT FOR THE PROVISION OF Technical Third Party Support (TTPS) for Net-Zero Innovation Portfolio (NZIP) to the Department for Business, Energy and Industrial Strategy

Purchase Order Number:

DUNS Number: This information has been redacted

This Contract is dated *11th November 2021* and is made between:-

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

and
2. **PricewaterhouseCoopers LLP** (the “Contractor”) whose registered office is at This information has been redacted.

INTRODUCTION

- (A) On *13th July 2021* the Authority issued an invitation to tender for the provision of *Technical Third Party Support (TTPS) for Net-Zero Innovation Portfolio (NZIP)* this including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated *20th August 2021* and entitled *BEIS Net Zero Innovation Fund Technical Third Party Support Services – Lot 1* 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 sum of up to £1,200,000 (inclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Supplies/Services (the “Standard Terms”) (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on *Tuesday 16th November 2021* and subject to any provisions for earlier termination contained in the Mid-Tier Terms shall end on *31st March 2025*.



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3. TERMS AND CONDITIONS

- 3.1 The Authority's Mid-Tier Terms & Conditions of Contract for Supplies/Services shall form part of this Contract.
- 3.4 The Contractor's Standard 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 amended by clause 9 below
 - c) the Specification
 - d) and finally, the Proposal

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 *Mark Kilcullen* (the "Contract Manager") who is an officer in the Authority's Science and Innovation for Climate and Energy Directorate, BEIS, 1 Victoria Street, London SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints This information has been redacted to be the Contractor's first point of contact for this Contract. All queries 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



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- 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 (as referred to in Condition 11 of the Standard Terms & Conditions).

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract within the Find a Tender Service and through the Governments Transparency website, Contracts Finder.
- 7.2 The Authority's decision not to publish full details of the contract does not however preclude it publishing such information in the future (subject to applicable redactions) and the Authority may be required to disclose such information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 (EIR) or 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.

8. TERMINATION FOR LEGAL OR REGULATORY REASONS

Either Party may end the Contract immediately by giving written notice to the other if the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement.

9. AMENDMENT TO THE STANDARD TERMS

Clause 11.4 of the Standard Terms shall be deleted in its entirety and replaced as follows "In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3 or 9.5 or Schedule 7 (Staff Transfer) of the Contract."

Signed by the parties' duly authorised representatives:-

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

Signature: This information has been redacted

Print Name: This information has been redacted

Job Title: This information has been redacted

Date:.....



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For the Contractor

Signature: This information has been redacted

Print Name: This information has been redacted

Job Title: This information has been redacted

Date:

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 Mid-Tier Terms & Conditions of Contract for Supplies/Services