



Department for  
Business, Energy  
& Industrial Strategy

**CONTRACT FOR THE PROVISION OF HYDROGEN END USER SKILLS  
AND STANDARDS FOR HEAT SUPPORTING RESEARCH AND EVIDENCE:  
LOT 3 – INSTALLATION VENTILATION AND FLUES – TO THE  
DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY**

**Purchase Order Number:**

**DUNS Number:** This information has been redacted

This Contract is dated 10 January 2022 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. **Kiwa Ltd (the “Contractor”)** whose registered office is at Kiwa House, Malvern View Business Park, Bishops Cleeve, Cheltenham, GL52 7DQ.

**INTRODUCTION**

- (A) On 12 August 2021, the Authority issued an invitation to tender for the provision of Hydrogen End User Skills and Standards for Heat Supporting Research and Evidence 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 24 September 2021 and entitled Contractors for the Provision of Hydrogen end User Skills and Standards for Heat Supporting Research and Evidence Lot 3 – Ventilation 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 £210,900 (exclusive 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 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 10 January 2022 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 6 January 2023.

## **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 18(7) Indemnities and Insurance** is replaced with the following:

(7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 30(15) the amount of liability under this clause shall be limited to a sum of £1,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

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.

3.3 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.

3.4 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
- 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 [This information has been redacted] (the “Contract Manager”) who is an officer in the Authority’s Science and Innovation for Climate and Energy Directorate, based at 1 Victoria Street 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

- 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) the following milestones:

Ref.	Milestone*	Due date	Percentage Paid
1	Production of a Project Delivery Plan detailing key phases of work, delivery dates and agreement of which experiments will be completed before Milestone 3 is delivered.	17/01/2022	0%
3	Production of a Literature Review Report detailing existing evidence and research information relating to Installation Ventilation and Flues, and the impact on research and experimental work to be undertaken.	28/02/2022	10%
4	Delivery of an Interim Presentation and production of an Interim Report detailing project progress and	04/07/2022	30%



	experimental findings covering at least 50% of the experimental work as agreed under Milestone 1, Project Delivery Plan.		
5	Production of a Draft Installation Ventilation and Flues Report detailing the test method, experimental set-up, analysis, results and conclusions with full technical appendices including all supporting analysis and data.	14/11/2022	30%
6	Production of a Final Installation Ventilation and Flues Report detailing test method, experimental set-up, analysis, results and conclusions, with full technical appendices including all supporting analysis and data, updated to incorporate BEIS feedback provided following submission of Milestone 4.	12/12/2022	20%
7	BEIS SRO acceptance of the Final Report.	06/01/2023	10%

\* Further details of the milestone descriptions are outlined under Section 4 – “2. Deliverables” of the Invitation to Tender and must be submitted to a standard acceptable to BEIS as detailed in Section 4 – “5. Quality Assurance”.

## 7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract through the Governments Transparency website, Find a Tender Service.

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.



**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: .....  
[Redacted signature area]

Job Title: ... ..

Date: .....

For the Contractor

Signature: [This information has been redacted] .....

Print Name: .....  
[Redacted signature area]

Job Title: ... ..

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 Standard Terms & Conditions of Contract for Services