



**CONTRACT FOR THE PROVISION OF PS21076 – SPECIALIST ENERGY
COMMERCIAL AND FINANCIAL ADVISOR FOR HYDROGEN
PROCUREMENT TO THE DEPARTMENT FOR BUSINESS, ENERGY AND
INDUSTRIAL STRATEGY**

Purchase Order Number: To be confirmed.

DUNS Number: 294993308

This Contract is dated Wednesday 24th 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. **McKinsey & Company, Inc. United Kingdom** (the “Contractor”), a corporation organized and existing under the laws of the State of Delaware, whose registered office is at 251 Little Falls Drive Wilmington, Delaware 19808, the U.S.; with an office located at The Post Building, 100 Museum Street, London, United Kingdom, WC1A 1PB (UK Companies House registration company number FC012665)

INTRODUCTION

- (A) On Tuesday 10th August 2021 the Authority issued an invitation to tender for the provision of PS21076 – Specialist Energy Commercial and Financial Adviser for Hydrogen Procurement 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 Monday 20th September 2021 and entitled PS21076 – Specialist Energy Commercial and Financial Adviser for Hydrogen Procurement explaining how it would provide the services, a copy of which is set out in Schedule 2 (the “Proposal”).
- (C) N/A

The parties agree as follows:-

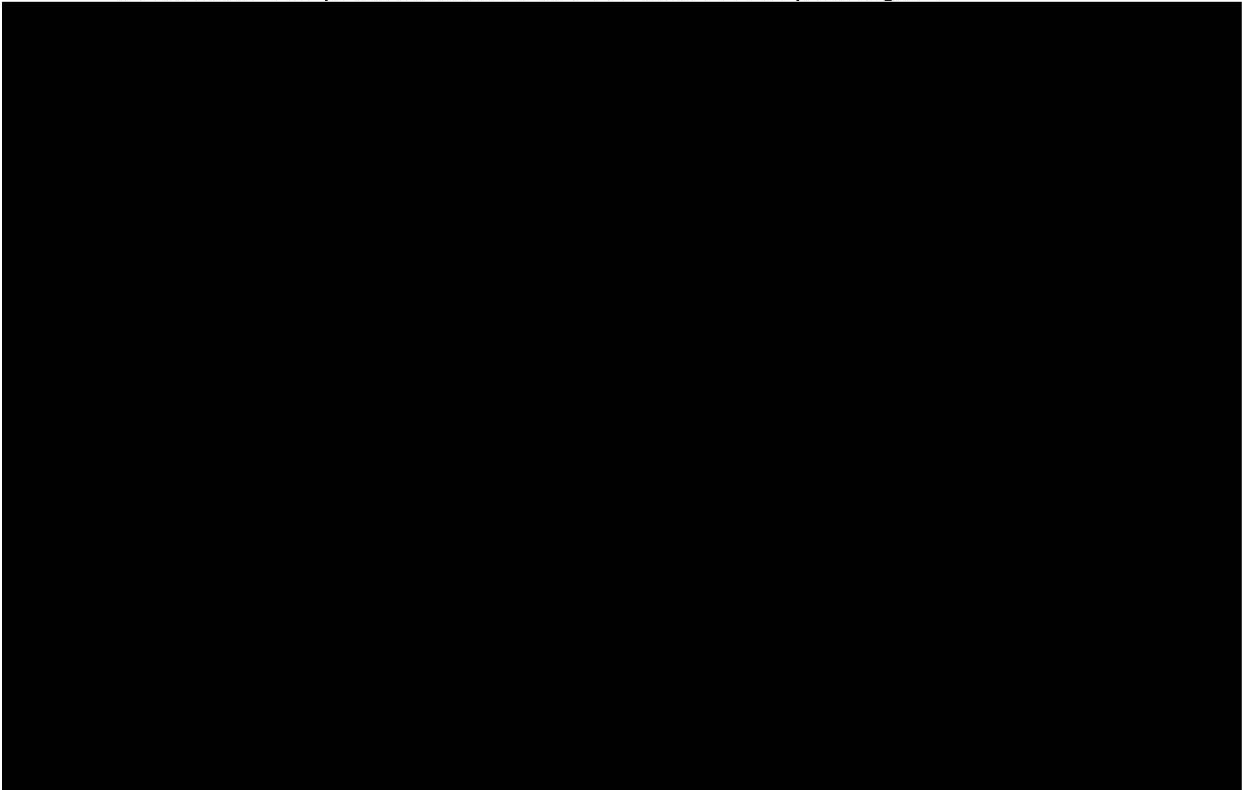
1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the Authority reserve the right to use up to the sum of £5 Million over the full term of the contract (including the option to extend) in accordance with the terms laid out in the DPF31 – BEIS Standard Terms and Conditions of Contract for Services document. 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 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.

The following rates are applicable to this contract however the Contractor will provide a fixed fee for each work package: :



2. COMMENCEMENT AND CONTINUATION

This contract shall commence on Wednesday 24th November 2021 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 3 years to end on Thursday 17th October 2024 with an option to extend for an additional year, up to Friday 17th October 2025.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 N/A

3.3 The following additional terms also apply to this Contract within the special conditions:

- GDPR Annex A

- KPI's

- BEIS Expenses Policy

- Any work carried out under the Contract by the Contractor will be tier 1



work in accordance with the CCS Open Book Contract Management Guidance

- As the Contractor charges on a fixed fee basis, the Contractor will not need to have available for inspection or invoicing detailed and accurate time records (be it time sheets or otherwise) for the individuals performing work

- 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
 - 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

- The Contractor shall perform the Services under the direction of the
- 5.1 Authority.
- Any direction by the Authority may be given by Richard Smith (the
- 5.2 "Contract Manager") who is an officer in the Authority's Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, Westminster, London SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing.
- The Contractor appoints Alastair Hamilton of McKinsey & Company, Inc, The Post Building, 100 Museum Street, London, WC1A 1PB to be
- 5.3 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.
- The Contractor's first point of contact and the Contract Manager shall
- 5.4 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).

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract within the Official Journal of the European Union and through the Governments Transparency website, Contracts Finder.

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.



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 Supplies/Services |



Schedule 1 - The
Specification.pdf



PS21076 Schedule 2 PS21076 Schedule 2 PS21076 Schedule 2 PS21076 Schedule 2 PS21076 Schedule 2
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Schedule 3 - DPF31
Terms and Conditions