

[This has been redacted] (BEIS)

From: [This has been redacted]
Sent: 16 December 2021 16:54
To: [This has been redacted]
Cc: [This has been redacted]
Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309232
Attachments: DPF41-BEIS contract offer letter-TWI (CML comments).docx; PROP309232 - Initial Meeting with BEIS 9-12-21.pptx

Hi [This has been redacted],

I am well thanks and hope you are too.

Many thanks for taking the time to consider our comments below and for your replies, which we have noted.

With reference to our introductory meeting, I attach [This has been redacted] updated presentation with M4 moved and also the contract letter marked up as tracked changes with regard to the timelines. If you are able to adjust this, we can arrange signature and return.

Best regards,

[This has been redacted]

From: [This has been redacted]
Sent: 16 December 2021 05:07
To: [This has been redacted]
Cc: [This has been redacted]
Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309232

Hi [This has been redacted],

Hope you're well. We've managed to discuss internally the concerns that were raised in regards to the BEIS standard T&Cs.

To remain transparent and fair, at this stage – post-tender, there is no possibility of negotiating or amending the T&Cs; suppliers should have only bid for the contract if they agree to the T&Cs. To change them now would be unfair to suppliers who did not make a bid as they did not agree with the T&Cs as they were, which could lead to a legal challenge.

However, we do recognise that TWI are uncomfortable with some of the terms and would like to provide some reassurance. We have responded to each instance of uncertainty below:

Clause 13.1 Deduction of sums due to Authority, TWI would normally ask for notice to be given if this is the case (also referenced in 15.7).

If a sum of money is recoverable from the Contractor, BEIS would normally notify the supplier in reasonable time of this prior to taking payment.

Clause 15.5 Time is of the essence clause – as discussed in the introduction meeting, TWI is concerned that as this clause effectively allows for termination without liability/payment for work performed in the case

of late delivery. TWI will keep the BEIS project team informed of any anticipated delays during regular progress meetings and if key staff are unavailable for any reason, including changes in government guidance relating to Covid-19.

It is not in the best interests of the Department to terminate a contract, within reason, without considering all options. Although failure to comply would be considered a Breach of Contract, this does not immediately lead to termination without consideration. Please note that in Clause 15.4 if the performance of the Contractor is delayed by any other cause that the Contractor could not have prevented then they shall be allowed a reasonable extension of time. Therefore, delays due to Covid-19 and other such issues will be fairly considered.

Clauses 17.3 & 17.4 Does the Official Secrets Act apply to this work. Effectively this is standards work intended for the public domain and TWI would request for this and the following clauses to be formally waived in the contract award letter.

Although this does not currently apply to this work, it does need to remain in this contract. The Department strictly requires this clause to remain in the contract award letter as it provides a degree of protection to both parties in the unlikely event (around 1 prosecution each year) of damaging disclosure of information.

Clause 24 Official Secrets Act does this apply to this work and does this conflict with Clause 41 Transparency and publication of Contract etc.?

Although this does not currently apply to this work, it does need to remain in this contract. This does not conflict with the Transparency Clause as it is recognised that there is certain information that cannot be released to the public, this is covered by 41.3. Another example of this is GDPR which means we can redact names and such identifying information from contracts before publishing.

Clause 27.8 Any equipment purchased shall belong to the Authority and inventory supplied on request – please can any threshold value be advised?

There is no threshold value, the Department would own the property of any value.

Clause 29.6 Data back-up procedures – TWI does not currently store back-ups on a different site to the original data, back-ups are held in a dedicated building on site. Please advise if we should implement a different approach for this contract?

As this project does not contain information that if lost could never be gained again, we are happy to accept that a digitally secure system in the cloud would be adequate. Please can TWI confirm that this will be possible?

I hope this alleviates your concerns and we can move onto the next steps for placing contracts.

Kind regards,

[This has been redacted]

From: [This has been redacted]

Sent: 09 December 2021 16:04

To: [This has been redacted]; NZIP Hydrogen <nzip.hydrogen@beis.gov.uk>

Cc: [This has been redacted]

Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309232

Hi [This has been redacted]

Many thanks for your time at our introductory meeting this afternoon, it was a pleasure to meet you.

As discussed, with regard to the contracts section of our meeting, please find attached details of our concerns particularly related to the Official Secrets Act clauses.

Best regards,

[This has been redacted]

From: [This has been redacted]

Sent: 08 December 2021 16:20

To: [This has been redacted]; NZIP Hydrogen <nzip.hydrogen@beis.gov.uk>

Cc: [This has been redacted]

Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309292

Hi [This has been redacted],

Thanks for your reply, we are available to have a meeting tomorrow afternoon, please advise a convenient time for yourselves and I can send a Teams invite, if you can use this platform?

Best regards,

[This has been redacted]

From: [This has been redacted]

Sent: 08 December 2021 16:17

To: [This has been redacted] NZIP Hydrogen <nzip.hydrogen@beis.gov.uk>

Cc: [This has been redacted]

Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309292

Hi [This has been redacted]

Thanks for getting back to us.

Just to clarify, this is not proposed as being a kick-off meeting for the project. We were hoping to have an initial call to introduce ourselves, discuss next steps and talk over the contractual aspects that we want to get underway.

With that in mind, at this stage I don't believe we require Teeside University at this meeting.

Kind regards,

[This has been redacted]

From: [This has been redacted] >

Sent: 08 December 2021 16:10

To: [This has been redacted] NZIP Hydrogen <nzip.hydrogen@beis.gov.uk>

Cc: [This has been redacted]

[This has been redacted]

Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2 PROP309292

Dear [This has been redacted]

Firstly many thanks for your email, we are delighted to have won this work and are very much looking forward to working with you.

Apologies for the delay in responding, our email system has been unusually slow today.

Before we hold the kick-off meeting, please would it be possible to forward the contract for our review, unless you wish to hold the KO meeting first to define the proposed schedule?

Additionally, please can you advise if we should also invite our subcontractor, Teesside University to the KO meeting as well. We are unsure of their availability, but would appreciate your view.

Best regards,

[This has been redacted]

[This has been redacted]

MCIPS BSc (Hons) AWELDI
Senior Commercial Officer
TWI Ltd

[This has been redacted]

[This information has been redacted]

Tel: [This has been redacted]

From: [This has been redacted]

Sent: 08 December 2021 10:49

To: [This has been redacted]

Cc: [This has been redacted]

Subject: RE: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2

Hi [This has been redacted]

Just wondering if you had a chance to review the below to set-up a call this week.

If you could let me know the availability of your team this Thurs afternoon and Fri morning, that would be great.

Kind regards,

[This has been redacted]

From: NZIP Hydrogen <nzip.hydrogen@beis.gov.uk>

Sent: 07 December 2021 07:25

To: [This has been redacted]

Cc: [This has been redacted]

Subject: BEIS Hydrogen Skills and Standards for Heat Supporting Research and Evidence - Lot 2

Dear [This has been redacted]

Congratulations on your successful proposal to Lot 2 of the Hydrogen End User Skills and Standards for Heat Supporting Research and Evidence ITT.

As stated in our result letter issued on Thursday 25 November, the ten day standstill period required to be observed before entering a contract has now ended.

As a first step, we would like to arrange a pre-contract meeting to introduce the programme team to yourselves and discuss next steps.

If you could let us know the availability of your team for a 45 min to 1 hour meeting this week, that would be greatly appreciated.

We look forward to meeting you and working together on this project.

Kind regards,
BEIS NZIP Hydrogen Team

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