

**CONTRACT FOR THE PROVISION OF DELIVERY OF ROADSHOWS TO  
EXPLAIN THE MICROGENERATION CERTIFICATION SCHEME (MCS)  
MIS 3005 ISSUE 3.1 GUIDELINES FOR THE INSTALLATION OF HEAT  
PUMPS TO SOCIAL HOUSING ASSOCIATIONS TO THE DEPARTMENT  
OF ENERGY AND CLIMATE CHANGE**

(Purchase Order Number TBC )

This Contract is dated 20th July 2012 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the "Authority") of 3 Whitehall place, London SW1A 2AW;  
  
and
2. SE2 (the "Contractor") whose registered office is at 12 Greenwich Quay, London SE8 3EY.

**INTRODUCTION**

- (A) On 18<sup>th</sup> June 2012 the Authority issued an invitation to tender for the provision of Delivery of roadshows to explain the MCS MIS 3005 Issue 3.1 guidelines for the installation of heat pumps to social housing associations 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 4<sup>th</sup> July 2012 and entitled Delivery of roadshows to explain the Microgeneration Certification Scheme (MCS) MIS 3005 Issue 3.1 Guidelines for the installation of heat pumps to social housing associations 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 £39,955 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 20th July 2012 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of seven months.

## **3. TERMS AND CONDITIONS**

- 3.1 The Standard Terms shall form part of this Contract. In the event of conflict between these clauses and the Standard Terms, these clauses shall prevail to the extent of the conflict.
- 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.

## **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 deliver the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by Penny Dunbabin (the "Contract Manager") who is an officer in the Authority's Science and Innovation Group, 3 Whitehall Place, London SW1 or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints Rachael Mills, SE2, 12 Greenwich Quay, London SE8 3EY 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 clause 11 of the Standard Terms.

## **7. TRANSPARENCY**

- 7.1 The Authority will publish the Contract and the Schedules hereto in their entirety on a designated government internet site. This publication is made in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda. Having considered the contract, and its contents, in light of the exemptions under the Freedom of Information Act 2000 (as referred to in Condition 40 of the Standard Terms), the Authority does not consider that any part of the Contract or the Schedules should be redacted. The Contract has therefore been offered to the Contractor on the basis of such publication taking place.

**Signed by the parties' duly authorised representatives:-**

For the Secretary of State for Energy and Climate Change

Signature: Penny Durbain

Print Name: PENNY DURBAIN

Job Title: Senior Scientific Officer

Date: 20/07/2012

For the Contractor

Signature: Rachael Mills

Print Name: RACHAEL MILLS

Job Title: DIRECTOR

Date: 23-7-12

**The following Schedules form part of this Contract:**

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal inc payment schedule (page 24)
Schedule 3	the Authority's Standard Terms & Conditions of Contract for Services