



Swarco Smart Charging Limited
Unit 1 Maxted Corner
Maxted Road
Hemel Hempstead
Herts
HP2 7RA

FOIA Section 40 Personal Information

Date: 6th December 2023

Our ref: UKRI-2567

Dear Sirs,

Award of contract for the supply of UKRI-2567 Electric Vehicle Charging Infrastructure

Following your tender/ proposal for the supply of Electric Vehicle Charging Infrastructure to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) Swarco Smart Charging Limited, a company incorporated and registered in England with company number 14479077 and registered VAT number 428403114 whose registered office is at Swarco Smart Charging Limited, Unit 1 Maxted Corner, Hemel Hempstead, Herts, HP2 7RA (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 11th December 2023
- 2 Expiry Date: 10th December 2026

Description of Goods and/or Services

- 3 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

- 4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk
- 6 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices

will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01 between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 7 Pursuant to clause 20.4, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

- 8 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: **FOIA Section 40 Personal Information**

Email: STFCprocurement@ukri.org

Supplier

Swarco Smart Charging Limited, Unit 1
Maxted Corner, Hemel Hempstead,
Herts, HP2 7RA

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Email: ssmbidding@swarco.com

Liaison & Disputes

- 9 For general liaison your contact will continue to be **FOIA Section 40 Personal Information** or, in their absence, **FOIA Section 40 Personal Information**

- 10 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

- (a) Stage 1 escalation:

UKRI: Commercial Business Partner

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- (b) Stage 2 escalation:

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We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **FOIA Section 40 Personal Information** at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

FOIA Section 40 Personal Information
[Redacted Signature]

Name:

Position:

Commercial Business Partner

Date:

3rd January 2024

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of Swarco Smart Charging Limited

Signature:

FOIA Section 40 Personal Information
[Redacted Signature]

Name:

Position:

Date:

02/01/2024

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **UKRI-2567**

THE BUYER: **UK Research and Innovation**

BUYER ADDRESS
Polaris House
North Star Avenue
Swindon
SN2 1FL

THE SUPPLIER: Swarco Smart Charging Ltd
SUPPLIER ADDRESS: **Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, Herts, HP2 7RA**

REGISTRATION NUMBER: 14479077
DUNS NUMBER:
SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29th November 2023

It's issued under the Framework Contract with the reference number RM6099 for the provision of Transport Technology and Associated Services.

CALL-OFF LOT(S):
Lot 5 Sustainable Transport Technologies

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1(Definitions and Interpretation RM6099)*
3. *Framework Special Terms*
4. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6099*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *[Joint Schedule 6 (Key Subcontractors)]*
 - *[Joint Schedule 7 (Financial Difficulties)]*
 - *[Joint Schedule 8 (Guarantee)]*
 - *[Joint Schedule 9 (Minimum Standards of Reliability)]*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)]*
 - *Call-Off Schedules for RM6099*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *[Call-Off Schedule 6 (ICT Services)]*
 - *[Call-Off Schedule 7 (Key Supplier Staff)]*
 - *[Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]*
 - *[Call-Off Schedule 9 (Security)]*
 - *[Call-Off Schedule 10 (Exit Management)]*
 - *[Call-Off Schedule 11 (Installation Works)]*
 - *[Call-Off Schedule 12 (Clustering)]*
 - *[Call-Off Schedule 13 (Implementation Plan and Testing)]*
 - *[Call-Off Schedule 14 (Service Levels)]*
 - *[Call-Off Schedule 20 (Call-Off Specification)]*
5. CCS Core Terms (version 3.0.10)

6. *Joint Schedule 5 (Corporate Social Responsibility) RM6099*

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

CALL-OFF START DATE: 30th November 2023

CALL-OFF EXPIRY DATE: **29th November 2026**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF DELIVERABLES

See UKRI-2567 Appendix A - Specification

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **FOIA Section 43 Commercial**

PRICING APPROACH & CALL-OFF CHARGES

PRICING APPROACH – Firm Price as per Appendix B – Price Schedule

CALL-OFF CHARGES

As per Appendix B – Price Schedule

SURVEY REQUIREMENTS

Not Applicable

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

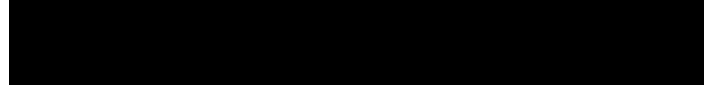
E-Invoicing

BUYER'S INVOICE ADDRESS:

UK Shared Business Services
finance@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

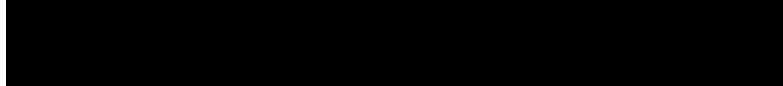
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Polaris House, North Star Avenue, Swindon, SN2 1FL

SUPPLIER'S AUTHORISED REPRESENTATIVE

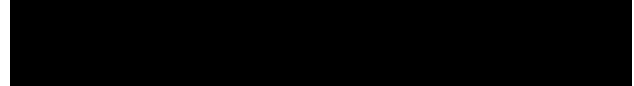
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Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, HP2 7RA

SUPPLIER'S CONTRACT MANAGER

FOIA Section 40 Personal Information



Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, HP2 7RA

PROGRESS REPORT FREQUENCY

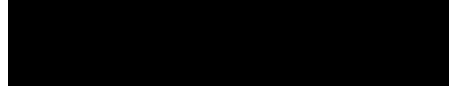
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

FOIA Section 40 Personal Information



Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, HP2 7RA

KEY SUBCONTRACTOR(S)

TH White Installation Limited

COMMERCIALLY SENSITIVE INFORMATION

All Pricing documentation in appendix B of the original response "SWARCO UKRI Pricing Final" and any subsequent quotations provided.

The tender response:

Q4.1 - Understanding the Specification

Q4.2 - Delivery Capability

Q4.3 - Developing Work Packages

Q4.4 – Maintenance

Q4.5 - Tariffs

ADDITIONAL INSURANCES

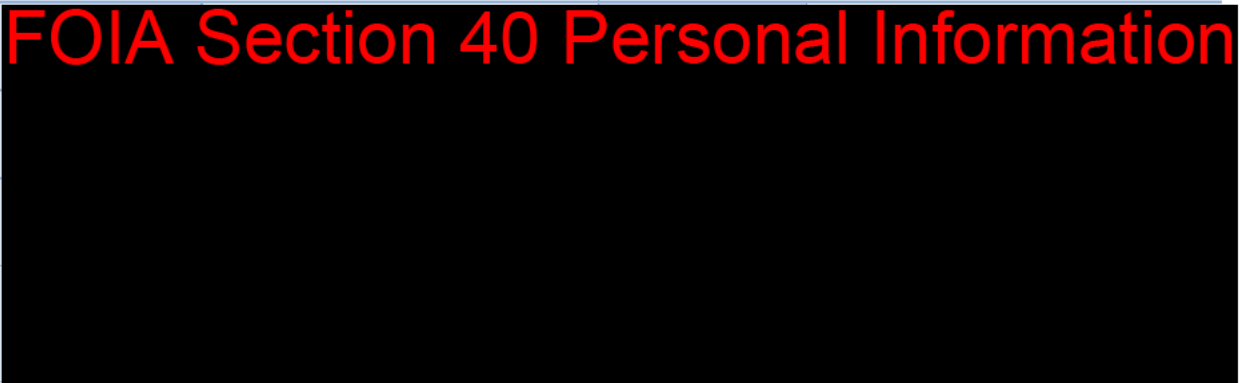
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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Schedule 1 - Specification

- 1 The Suppliers shall provide the Goods and/or Services in accordance with this Schedule
2.
- 2 The Specification can be found in Appendix A - Specification

Schedule 2 - Charges

1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.

2 **FOIA Section 43 Commercial**

3 Further call-offs may be made within this contract, using the pricing sheet in Appendix B, up to a maximum contract value of £950,000.00 excluding VAT.

Schedule 3 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
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Schedule 4 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____ New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					

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Both UKRI and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

Swarco Smart Charging Ltd

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date