

SCHEDULE 6A - CALL-OFF CONTRACT

Framework Agreement: GLA 81635 - Local Energy Framework

Sub-Lots: 1.1 and 4

Call-Off Contract Number: BSE0311 (Sub-Lot 1.1)

THIS CALL-OFF CONTRACT is made the 15 day of November 2022

BETWEEN:

- (1) The Department for Business, Energy & Industrial Strategy (“**the Authority**”); and
- (2) Sustainable Energy Ltd, a company registered in England and Wales (Company Registration Number 3548094) whose registered office is at 9 Drake Walk, Cardiff CF10 4AN (“**the Service Provider**”).

RECITALS:

- A. The Contracting Authority (GLA) and the Service Provider entered into an agreement dated 10/05/2022 which sets out the framework for the Service Provider to provide certain Services to the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 Save for the amendments set-out in this Call-Off Contract (including those contained in Attachment 3) the terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise (or where amended in this Call-Off Contract), have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing, unless otherwise an alternative is agreed in writing with the Authority during the Call-Off Contract Term.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

- 3.1 This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

- 4.1 Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.
- 4.2 The Service Provider shall submit invoices to the address set out in Attachment 1 or in electronic format as set out in Attachment 1. Each invoice shall contain all information required by the Authority as required in Attachment 1. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

4.3 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 4 in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

4.3.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved for payment and the Authority shall pay in accordance with clause 4.4.

4.3.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider. The parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority and the Authority shall pay in accordance with clause 4.4.

4.4 Subject to clause 4.3, the Service Provider will be paid for the invoiced fee plus VAT amount shown on the invoice by the Authority within 30 days of receipt of the invoice from the Service Provider.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

5.1 The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

6. INSURANCES AND LIMIT OF LIABILITY

6.1 Clause 22 of the Agreement is deleted and replaced with this Clause 6.

6.2 Notwithstanding anything to the contrary contained in this Call-Off Contract and without prejudice to any provision in the Agreement whereby liability is excluded or limited to a lesser amount the total liability of the Service Provider to the Authority and any Contracting Authority or any third party, under or in connection with this Call-Off Contract whether in contract or in tort (delict), in negligence under an indemnity or for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed the amount of one million pounds [REDACTED] in the aggregate. The Consultant shall have no liability for claims arising out of or in connection with acts of terrorism. Within this limit an aggregate limit shall apply in relation to all claims and/or liabilities arising out of or in connection with:

- i. asbestos in the amount of [REDACTED];
- ii. the combustibility of any composite panels, cladding, internal or external wall systems and/or the fire safety of a building or structure in the amount of [REDACTED]

6.3 The Service Provider shall provide the following insurances under this Call-Off Contract, provided such insurance continues to be offered at commercially

reasonable rates and terms to the Service Provider at the time when the insurance is taken out or renewed:

- a) Employer's liability insurance of [REDACTED] per occurrence;
- b) Public liability insurance of [REDACTED] per occurrence;
- c) Professional indemnity insurance of one million pounds [REDACTED] in the aggregate and for 6 years after expiry or termination of the Call-Off Contract, or completion of the services hereunder (except for claims arising out of pollution, contamination and date recognition where the limit of indemnity applies on an annual aggregate basis and except for claims arising out of or in connection with asbestos and claims arising out of or in connection with acts of terrorism which are excluded under the policy).

6.4 Neither Party shall be liable to the other for loss of profits, loss of use, loss of production, loss of business or loss or business opportunity, consequential loss or indirect loss of any nature suffered or allegedly suffered by the other Party.

6.5 No action or proceedings under or in respect of this Call-Off Contract whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Service Provider after the expiry of six years from the date of completion of services or the termination of the services if earlier.

6.6 Notwithstanding any other provision of the Agreement or this Call-Off Contract, the Service Provider shall have no greater obligation in respect of the Services, in the performance of its obligations arising out of or in connection with the Agreement/this Call-off Contract or otherwise than to exercise reasonable skill, care and diligence and any obligation or requirement amounting to a fit for purpose standard (whether express or implied) is hereby excluded.

7. DOCUMENTS

The documents forming the Call-Off Contract are:

- this Call-Off Contract duly executed by the Parties;
- Call-Off Contract Attachment 1;
- Call-Off Contract Attachment 2
- Call-Off Contract Attachment 3

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED
For and on behalf of *[the Service Provider]*

Signature:

Name: _____

Title: _____

Date: _____

SIGNED
For and on behalf of *[the Authority]*

Signature:

Name: _____

Title: _____

Date: _____

Attachment 1

Services to be provided and associated information

1. Project Scope

The project scope will be based on the HNDU feasibility and DPD specification (dependant on the project) but will be flexible depending on the requirements of the project.

2. Project Timetable

The timetable for each project will be agreed between the Authority and the Supplier before commissioning on a project by project basis.

3. Call-Off Contract duration

Commencement Date: 15 November 2022

Call-Off Term: 31 March 2024

Notice period in accordance with Clause 29 of the Framework Agreement (termination without cause): immediate.

4. Invoices

Period for submission of Invoices: For each project undertaken, the Service Provider is to submit invoices in four equal instalments of 25% each in arrears.

Invoices must be sent via email, in pdf format, to:

. Invoices should be addressed to:

*The Department for Business Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET*

All invoices must have the Authority's Contract Reference Number, Purchase Order number, Authority's Contact name and a brief description of the Services provided.

5. The Authority's Call-Off Co-ordinator

Name: [REDACTED]

Title: Heat Networks Specialist

Address: [REDACTED]

Phone: [REDACTED]

[Email:](#) [REDACTED]

6. Not used

n/a

7. Additional insurance to be held by Service Provider:

n/a

8. Other information or conditions

b) Novation is not applicable to this Call-Off

Attachment 2

Service Provider's Proposal

1. Proposed Solution/Timetable including completion date

The project scope will be based on the HNDU feasibility and DPD specification (dependant on the project) but will be flexible depending on the requirements of the project. The timetable for each project will be agreed between the Authority and the Supplier before commissioning on a project-by-project basis.

2. Charges

The total value limit of this contract is up to £1,000,000 for all projects commissioned under this contract.

However, the budgets for each individual project are to be agreed on a project-by-project basis based on final scope of works for each project. A typical budget for undertaking an HDNU feasibility study as per the standard scope of works is [REDACTED] and for a HNDU Detailed Project Development study as per the standard scope of works is [REDACTED]. However, budget may be amended to reflect a change in scope of work on a case-by-case basis.

3. Service Team and Personnel

Name: [REDACTED]

Project Role: Project Director

Address: [REDACTED]

E-mail address: [REDACTED]

Telephone: [REDACTED]

Name: [REDACTED]

Project Role: Project Manager

Address: [REDACTED]

E-mail address: [REDACTED]

Telephone: [REDACTED]

4. Sub-Contractor details

Company: Amberside Advisers

Name: [REDACTED]

Project Role: Financial and Commercial Consultant

Address: [REDACTED]
[REDACTED]

E-mail address:

Telephone:

5. Other Information

n/a

Attachment 3

Special Conditions for Call-Off Contract

No special conditions apply

Signature Area

Organisation Name:
Department for Business, Energy & Industrial
Strategy

Role/Title:
Project Director for Biomethane and Heat
Networks

Name:


Signature:

Organisation Name:
Sustainable Energy Ltd

Role/Title:
Director

Name:


Signature: