



Department for
Business, Energy
& Industrial Strategy

**CONTRACT FOR THE PROVISION OF The Provision of Heat Networks
Market Framework Technical Quality Assurance Scheme TO THE
DEPARTMENT OF BUSINESS, ENERGY AND INDUSTRIAL STRATEGY
(THE CONTRACT OFFER LETTER)**

(Purchase Order Number TBC)

2/11/22

This Contract is dated and is made between:-

1. **The Secretary of State for Business, Energy & Industrial Strategy** (the "Authority") of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **Fair Heat Limited**, (the "Contractor") whose registered office is at Unit 101 Trowbray House, 108 Weston Street, London, SE1 3QB.

INTRODUCTION

- (A) On Tuesday 16th August 2022 the Authority issued an invitation to tender for the provision of The Provision of Heat Networks Market Framework Technical Quality Assurance Scheme - including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 22nd September 2022 and entitled FM21259 Tender Response 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 sums set out in Schedule 4 (exclusive of Value Added Tax) (the "Contract Price") and in accordance with (a) the Specification; (b) the Contractor's Proposal; and (c) the Authority's Standard Terms and Conditions of Contract for Services (the "Standard Terms") (a copy of which is attached at Schedule 3);

2. COMMENCEMENT AND CONTINUATION

This Contract shall commence on 2nd November 2022 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 21st June 2022.



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3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows:-

N/A

3.3 The following additional terms also apply to this Contract

N/A

3.4 The Contractor's 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 (as set out in Schedule 3);
- c) the Correspondence (as set out in Schedule 5);
- d) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- e) finally, the Contractor's Proposal (as set out in Schedule 2)

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 perform the Services under the direction of the Authority.

5.2 Any direction by the Authority may be given by [REDACTED] (the "Contract Manager") who is an officer in the Authority's or such other person as is notified by the Authority to the Contractor in writing. All queries



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(including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager. [REDACTED] will be the first point of contact for the Authority.

- 5.3 The Contractor appoints [REDACTED] to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) 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 condition 17 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.
- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only, and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.



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The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any 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.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Business, Energy & Industrial Strategy

Date: 2nd November 2022

Date: 01 November 2022



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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 4	Contract Price



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Schedule 1 – Authority’s Specification



FM22146 - Jaggaer
- Mini Competition -



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Schedule 2 – Contractor’s Proposal



FM21259 -
Technical Response. Declarations to be s



Appendix B -



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Schedule 3 – Standard Terms and Conditions



FM21259 - BEIS
Terms and Conditions



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Schedule 4 – Contract Price



FM21259 - Price
Submission.zip

The total value of this contract shall not exceed £130,000.00 ex VAT as detailed in the pricing documentation.

1. Calculation of the Contract Price

The Contract Price shall be calculated on the basis of the rates and prices set out in this Schedule. The Contract Price shall represent the sole remuneration due to the Contractor under this Contract.



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