

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

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NEC Version Number 31.01.2024

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Order Form

CALL-OFF REFERENCE: con_6685

THE BUYER: Department for Energy Security and NetZero

BUYER ADDRESS 1 Victoria Street, London SW1H 0ET

THE SUPPLIER: NEC Software Solutions UK Limited

SUPPLIER ADDRESS: 

REGISTRATION NUMBER: Company Number 968498

DUNS NUMBER: 21-750-3127

SID4GOV ID: 209109

SUPPLIER REF NUMBER: CRM 136533 FWA 6633

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and is dated the date upon which the last party signs this Order Form as set out below.

It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 3

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, Call-Off Special Schedules, and Service Definition (embedded below at Call-Off Deliverables)
2. Joint Schedule 1 (Definitions and Interpretation) RM6259



Joint Schedule 1 -
Definitions v1.docx

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0

Model Version: v3.8

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3. Framework Special Term 1 – Core Terms Clause 11.2 replace “£5 million or 150%” with “£1 million or 125%”.

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6259

- Joint Schedule 2 (Variation Form)



Joint Schedule 2 -
Variation Form v.1.d

- Joint Schedule 3 (Insurance Requirements)



Joint Schedule 3 -
Insurance Requirem

- Joint Schedule 4 (Commercially Sensitive Information)



Joint Schedule 4 -
Commercially Sensiti

- Joint Schedule 10 (Rectification Plan)



Joint Schedule 10 -
Rectification Plan v1

- Joint Schedule 11 (Processing Data)



Joint Schedule 11
Populated

- Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)



Call-Off Schedule 1
- Transparency Repc

- Call-Off Schedule 2 (Staff Transfer) – Only Part C and E apply



Call-Off Schedule 2
- Staff Transfer v1.D

- Call-Off Schedule 3 (Continuous Improvement)



Call-Off Schedule 3
- Continuous Impro

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- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Part B Only

Call-Off Schedule 8 -
BCDR

- Call-Off Schedule 10 (Exit Management) – Part B Only

Call-Off Schedule 10
- Exit Mgt

5. CCS Core Terms (version 3.0.11) which are subject to Framework Special Term 1 detailed in point 3 above.

RM6259 Core terms
v3.0.11.docx

6. Joint Schedule 5 (Corporate Social Responsibility) RM6259

Joint Schedule 5 -
Corporate Social Re:

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

Not applicable.

CALL-OFF START DATE: 31.08.2024

CALL-OFF EXPIRY DATE: 30.08.2025

CALL-OFF INITIAL PERIOD: 1 Year 0 Months

CALL-OFF EXTENSION PERIOD: 1 Year 0 Months

CALL-OFF DELIVERABLES**1. NEC Cloud Services****Delivery Period**

The Delivery Period is the period starting on 31.08.2024 and ending on 30.08.2025 (inclusive). The NEC Cloud Services to be delivered during the Delivery Period are as described in the embedded Service Definition below.

Infrastructure

There shall be no change to the infrastructure used as this is a continuation of an existing service.

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The following software shall be hosted:**NECSWS Software (Application Software)**

- NEC Foundation Layer Solution (Back Office)
- NEC NDS Public Website Solution (PWS).

Customer Software (Application Software)

- N/A

Third Party Software (Application Software)

- Oracle SE2 RDBMS (3 licences)
- Open Source ESB and Databases (Camel and MongoDB)
- Axway API Gateway

Network

The Internet connection shall be unchanged as this is a continuation of an existing service.

2. Support & Maintenance Services

Support and maintenance to be provided for the duration of the Initial Period and any Extension Period for the NEC Software and Third Party Software listed below.

NEC Software		
Core Product	Module	Sub Module
Home Energy	Home Energy	Green Deal
Home Energy	Home Energy	PRS Exemptions Register

Third Party Software		
Core Product	Module	Sub Module
3PP	Oracle Database	SE2
3PP	Azway	API Gateway

A description of each of the Deliverables listed above are set out below:



2140 - Lot 3 - Home
Energy Software Suite

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by Framework Special Term 1, save that the words "no more than the greater of £1 million or" are deleted.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £341,551,76.

The Data Protection Liability Cap is £10,000,000.

CALL-OFF CHARGES (excluding VAT)

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0

Model Version: v3.8

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£341,551.76 ex VAT. Invoiced annually in advance from the Call Off Start Date

The annual charge comprises the following monthly amounts per service:

- Green Deal Register: [REDACTED]
- PRS Exemption Register: [REDACTED]

Total Charge: £341,551.76 ex VAT

TUPE: For clarity, the Charges set out in this Call-Off Contract assume that TUPE will not apply on commencement of service delivery. Regardless of any other provision of the Call-Off Contract, the Supplier may adjust its Charges to reflect any additional costs incurred (or to be incurred) if any employees unexpectedly transfer to the Supplier.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 in Framework Schedule 3 (Framework Prices).

Notwithstanding the above, the Call-Off Charges shall be increased on each anniversary of the Call-Off Start Date during any Extension Period.

The annual increase will not exceed the annual percentage increase in the Retail Prices Index (RPI) as calculated in the preceding June or preceding December, whichever is closer to the date indexation is due to be applied.

REIMBURSABLE EXPENSES

Recoverable.

PAYMENT METHOD

Payment of all charges shall be made by electronic or automated payment systems only, such as Faster Payment, BACS, Direct Debit, CHAPS and/or SWIFT. The use of an alternative payment method is subject to the Supplier's prior written agreement and the Supplier reserves the right to pass on to the Buyer any additional costs it incurs in respect of such alternative payment method.

Upon placing the order, the Buyer shall immediately provide the Supplier with the applicable PO number and shall make the PO out to NEC SOFTWARE SOLUTIONS UK LIMITED and quote the NEC Reference at the top of page 1 above. POs should be emailed to enquiries@necsws.com If the Supplier does not receive the PO, the Supplier shall have the right to validly raise invoice(s) against the order in accordance with the payment terms set out herein.

Without prejudice to the Supplier's other rights under the Call-Off Agreement, if any payment from the Buyer under the Call-Off Agreement is overdue, the Supplier may temporarily suspend the provision of the Services until such time as payment is received in full.

BUYER'S INVOICE ADDRESS:

[REDACTED]

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BUYER'S AUTHORISED REPRESENTATIVE



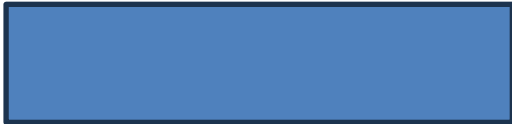
BUYER'S ENVIRONMENTAL POLICY

Not applicable

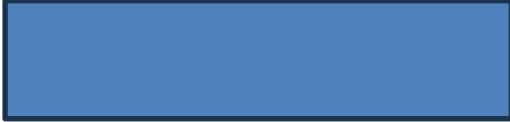
BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Quarterly

PROGRESS MEETING FREQUENCY

Quarterly

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION



NEC Information To
Be Exempt From Disc

SERVICE CREDITS

As set out in the Service Description

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	29/08/2024	Date:	29/08/2024