

Attachment 5 (Order Form and Order Schedules)

Order Form

CALL-OFF REFERENCE: BE24193

THE BUYER: The Department for Energy Security and Net Zero

BUYER ADDRESS 3-8 Whitehall Place, London, SW1A 2EG

THE SUPPLIER: Cornerstone GRG Limited

SUPPLIER ADDRESS: 8 City Road, London, EC1Y

REGISTRATION NUMBER: 06065560

DUNS NUMBER: 21-882-0616

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated Friday 7th February 2025.

It's issued under the Framework Contract with the reference number RM6257 for the provision of Downstream Oil Resilience Site Security.

CALL-OFF LOT(S):

Lot 4 - Additional Services

Attachment 5 (Order Form and Order Schedules)

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CALL-OFF

This Call-Off Contract is in relation to the following Lot (please select)

Lot	Tick as appropriate	Supplier accreditations required for the Lot
Lot 1 - Total Security		ISO 9001, Cyber Essentials, Security Industry Authority Approved Contractor Scheme
Lot 2 - Guarding Service		ISO 9001, Cyber Essentials, Security Industry Authority Approved Contractor Scheme
Lot 3 - Physical and Technical Services		ISO 9001, Cyber Essentials
Lot 4 – Additional Services	X	ISO 9001, Cyber Essentials

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. The Order Form including the relevant Joint Schedules and Call Off Schedules, but excluding Annexes B and C of the Order Form;
2. Joint Schedule 1(Definitions and Interpretation) **RM6257**
3. Framework Special Term
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6257**
 - 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) including Annex 5 – Optional Terms for Bronze Contracts
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **BE24193**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)

Attachment 5 (Order Form and Order Schedules)

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- 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 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
- Call-Off Schedule 28 (TUPE Surcharge)
- Call-Off Schedule 29 (Redundancy Surcharge)
- Call-Off Schedule 32 (Consortium Bids)

5. CCS PSC Core Terms (Version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility)

7. Call-Off Schedule 4 (Call-Off Tender)

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:

None

EFFECTIVE DATE:

7th February 2025

DATE THE CONTRACT PERIOD COMMENCES:

10th February 2025

MOBILISATION PERIOD:

Not Applicable

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:

10th February 2025

DATE CALL-OFF INITIAL PERIOD ENDS:

31st March 2025

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):

1st April 2025 – 2nd May 2025

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):

Not Applicable

Attachment 5 (Order Form and Order Schedules)

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TOTAL MAXIMUM CONTRACT PERIODMonday 10th February 2025 to Friday 2nd May 2025.

The Department reserve the right not to instruct the extension period.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (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 £300,000.00

DRAWN DOWN DELIVERABLES:

Not Applicable

CALL-OFF CHARGES

The Call Off Charges Shall be £192,120.00 excluding VAT. The breakdown of the charges can be found in Call Off Schedule 4 (Call Off Tender)

Payments will be made on the successful delivery of the key milestones. DESNZ expect there to be fortnightly meetings via Teams for the advisors to update on progress. Given the strategic drivers behind this project, it is important that work is delivered to a high quality in the first instance; if delivery is at risk, then remediation plans, including termination of contract and retendering, may be implemented.

Payment 1 Upon:

- The completion of the five site visits; and
- The delivery of the interim report of suggested measures and mitigations for DESNZ and NSPA to review.

Payment 2 Upon:

- The completion of the skeleton report, outlining measures;
- The completion of the first draft of the guidance for review by DESNZ and NPSA; and
- The completion of the second draft of the guidance for review by DESNZ and NPSA.

Payment 3 Upon:

- The completion of the final, cleared guidance.

Attachment 5 (Order Form and Order Schedules)

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The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

- Specific Change in Law
- Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 Core Terms)

TARGET COST

Not Applicable

PAYMENT METHOD

All invoices should be sent to ap@uksbs.co.uk or Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG.

A copy of the invoice should also be sent to the Contract Manager, [REDACTED]

BUYER'S INVOICE ADDRESS:

Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG.

INDEXATION

Not Applicable

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

INCLUSIVE REPAIR THRESHOLD

Not Applicable

BILLABLE WORKS

Not Applicable

BILLABLE WORKS NOT REQUIRING APPROVAL

Not Applicable

BUSINESS CRITICAL EVENTS

Not Applicable

Framework Ref: RM6257
Project Version: v2 .0
Model Version: v3.9

Attachment 5 (Order Form and Order Schedules)
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WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Basic

BUYER'S AUTHORISED REPRESENTATIVE:

[Redacted]

BUYER NOTICES

Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place,
London, SW1A 2EG.

BUYER SECURITY REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

DESNZ & DSIT VSP
00 Environmental Poli

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

To be included in the fortnightly meetings

PROGRESS MEETING FREQUENCY

Fortnightly meetings on a Monday

KEY ROLES/STAFF

[Redacted]

Attachment 5 (Order Form and Order Schedules)

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KEY SUBCONTRACTORS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SERVICE PERIOD

Not Applicable

KPI CREDITS, AT RISK % AND EARN BACK%

Not Applicable

COLLATERAL WARRANTIES

Not Applicable

PERFORMANCE BOND

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Call-Off Schedule 4 (Call-Off Tender)

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

Attachment 5 (Order Form and Order Schedules)
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APPENDIX 1 –
Request to Draw Down Deliverables

Not Applicable.