



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Department for Business, Energy and Industrial Strategy - BEIS

Billing address

Your organisation's billing address - please ensure you include a postcode

BEIS, c/o UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon, SN2 1FL

Customer representative name

The name of your point of contact for this Order

REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative

REDACTED

Tel: REDACTED

Supplier details



Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
BJSS Limited

Supplier address

Supplier's registered address
1 Whitehall Quay, Leeds, LS1 4HR

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative

REDACTED Tel: **REDACTED**

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure
Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number

CS20465

Section B Overview of the requirement

Framework Lot under which this Order is being placed		Customer project reference
Tick one box below as applicable (unless a cross-Lot Further Competition)		Please provide the customer project reference number.
1. TECHNOLOGY STRATEGY & SERVICES DESIGN	<input checked="" type="checkbox"/>	CS20465
2. TRANSITION & TRANSFORMATION	<input type="checkbox"/>	Call Off Commencement Date
3. OPERATIONAL SERVICES		<i>The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form</i>
a: End User Services	<input type="checkbox"/>	18/01/2021
b: Operational Management	<input type="checkbox"/>	
c: Technical Management	<input type="checkbox"/>	
d: Application and Data Management	<input type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS		
a. OFFICIAL	<input type="checkbox"/>	
a. SECRET (& above)	<input type="checkbox"/>	



Call Off Contract Period (Term)

Call Off Initial Period Months
3 Months

Call Off Extension Period (Optional) Months
3 Months

Minimum Notice Period for exercise of Termination Without Cause 20 working days
(Calendar days) *Insert right (see Call Off Clause 30.7)*

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

Not Applicable

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document - Not Applicable

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document - Not Applicable

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

See Annex 1.

Location/Site(s) for provision of the Services

1 Victoria Street, London, SW1H OET.

Additional Clauses (see Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Additional Clauses and Schedules



A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

A3: Staff Transfer

A4: Exit Management

C: Call Off Guarantee

☐

D: Relevant Convictions

☒

E: Security Requirements

☒

A: PROJECTS - Optional

A1: Testing

☐

A2: Key Personnel

☒

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

☐

G: Security Measures

☐

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

☒

H: MOD Additional Clauses

☐

B2: Continuous Improvement & Benchmarking

☒

Alternative Clauses

B3: Supplier Equipment

☒

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

B4: Maintenance of the ICT Environment

☐

Tick any applicable boxes below

B5: Supplier Request for Increase of the Call Off Contract Charges

☐

Scots Law
Or

☐

B6: Indexation

☐

Northern Ireland Law

☐

B7: Additional Performance Monitoring Requirements

☒

Non-Crown Bodies

☐

Non-FOIA Public Bodies

☐

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Organisations required to collaborate
(Collaboration Suppliers)
Click here to enter text.

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*

Not
Applicable.



OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. ☐

tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Not Applicable

Third Party Software

Not Applicable.

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

See Annex 2

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

£75,060.00 Ex VAT.

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

Not Applicable.

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

Not Applicable

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

Not Applicable

Professional Indemnity Insurance (£)

Not Applicable.

Transparency Reports (see Call Off Schedule 6)

Not Applicable.

Quality Plans (see Call Off Clause 7.2)



Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable
Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable

BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable

Disaster Period (calendar days) Not Applicable

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage - Not Applicable

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures (number) Not Applicable Y – Period (Months) Not Applicable

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

TBC

Customer Responsibilities

BEIS will provide a team who will work with you on developing this policy and possible digital package. The BEIS team of policy makers and analysts will bring knowledge and expertise.

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.



List below or append as a clearly marked document (see Call Off Clause D where used)

Not Applicable

Appointment as Agent (see Call Off Clause 19.5.4)

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

Not Applicable

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels - Not Applicable

Critical Service Level Failure (see Call Off Clause 9)

Not Applicable

Service Credits - Not Applicable

Service Credit Cap - Not Applicable

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t &c's v4.

Not Applicable

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) Not Applicable

Section D Supplier response



Crown
Commercial
Service

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract
BJSS Limited pricing and rate card for CS20465

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£75,060.00 ex VAT



Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier – BJSS Limited

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	14.01.2021

For and on behalf of the Customer - Department for Business, Energy and Industrial Strategy (BEIS)

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	14.01.2021



Annex 1

Specification

Introduction

The Government is committed to reaching Net Zero emissions by 2050. As part of this, Industry will need to cut its emissions by 85-90%.

One team in the Industrial Energy Directorate (Part of the Department for Business, Energy and Industrial Strategy's (BEIS) Energy Transformation and Clean Growth unit) is responsible for developing two new policy areas to ensure the UK meets Net Zero and carbon targets: achieving higher levels of energy efficiency across industry and addressing emissions from small and dispersed sites. We are looking to accelerate the development of these policies and to have concrete recommendations, including possible digital solutions, by the end of 2020

Background to the Requirement

Energy efficiency measures are a cost-efficient way to decarbonise industry and BEIS want to ensure that all industrial businesses (beyond energy intensive industries) have the environment they need to implement them. Currently some businesses across industry face barriers such as low awareness of available solutions, scarce expertise on how to improve industrial processes, lack of capacity and low access to finance. BEIS want to respond to explore behaviour change and develop a package of regulation backed up by solid data collection and digital tools. This data, policy and digital regulatory package will need to make energy efficiency a priority for users, minimise the burdens on business and contribute emissions reductions for net zero.

The majority of industrial emissions are concentrated within 6 very different clusters, and BEIS is driving forward an Industrial Clusters Mission to decarbonise these. However, a significant number of medium and small sites are outside these clusters and we are developing a policy to address their decarbonisation needs. In 2019, 99% of all UK businesses were small and medium enterprises (SMEs), and 96% had fewer than 10 employees. Supporting decarbonisation of small sites by investing in new green technologies will strengthen the UK's economy from COVID 19 and play an important role towards levelling up economic opportunity across all nations and regions given the spread of industrial sites across the UK.

Decarbonising dispersed sites is a challenging problem given their distance from first wave green infrastructure, and potential increased operational expenditure from high electricity costs vs natural gas. Reaching this number of sites and employee owners may require a digital solution.

Aims and Objectives

BEIS would like to develop these policies and potential digital concepts rapidly through an agile process, utilising design thinking techniques to reach small and medium-sized enterprises. We are looking for support to run policy sprints for the following reasons:

- To accelerate innovation in the development of new policy options for energy efficiency regulation and small and dispersed sites.
- To ensure the policies we develop are deliverable and adaptable to provide sustainable support towards net zero.



- To produce a viable set of options for decisions in January through policy sprints.
- To explore and scope high-level possible digital solutions across a range of policy problems (Note that more in-depth exploration of identified digital solutions would be conducted through a separate formal Discovery Exercise, through a separate contract)
- To explore data gaps and scope possible solutions across the range of policy problems (Note that more in-depth exploration of identified digital solutions would be conducted through a separate formal Discovery Exercise, through a separate contract)
- To give our policies the best chances of success through the frequent delivery of milestones
- To use a proven problem-solving methodology which develops innovative solutions to problems grounded in a mix of economics, technology development and behaviour change
- To create a policy-making process grounded in testing solutions based on digital prototypes rather than theoretical answers.
- To provide our team of policy makers, digital managers, and analysts with an environment of innovation, trust and effectiveness.
- We want this project to pilot agile policy development, so we can learn from its process to roll out design thinking and policy sprints in other areas in the future.
-
- Supplier proposals shall be sought on a firm priced basis with payment being made on the successful achievement of contractual milestones only when deliverables have met the pre-agreed performance/quality standards specified within the contract timetable below. The successful bidder shall invoice for the activities completed on a weekly basis as specified within the contract timetable below.
- The supplier proposals will be evaluated using the criteria set out in Section 5 – Evaluation of Bids.

Specific Requirements

- The successful bidder will be required to provide specialist support to accelerate agile policy development on decarbonisation of small and dispersed sites and energy efficiency regulation. This will include:
- Bringing expertise on data and digital solutions to policy challenges, including techniques for behaviour change
- Leading the organisation and delivery of policy sprints (including delivery of sprint reports and recommendations)
- Support the Industrial Energy Delivery team in delivering a viable policy and digital package for ministerial input by the end of March 2021.
- Provide advice and expertise to develop the policy and digital package towards decision-making gateways using design thinking.
- Deliver products which enable clear decision-making and prioritisation of different policy options (e.g. policy mapping, appraisal of options, draft delivery plan).
- Deliver a re-useable agile policy development toolkit to help our team accelerate innovation for upcoming work. The collection of documents will be stored online within the BEIS document repository. BEIS will be responsible for the documents post contract
- Following a holistic, user-centric approach using design-thinking methodology.



- The successful bidder will follow an agile methodology which incorporates various daily and weekly ceremonies as listed in the timetable below
- De-risking policy delivery by providing an iterative policy development and testing framework.
- All sprint interactions will be via virtual via Microsoft Teams
- The successful bidder will be given the appropriate access to the appropriate BEIS IT platforms.

During the initial 3 month contract period BEIS expect the deliverables/milestones listed in the timetable below to be delivered. In addition to the requirement set out above, a provision of ad hoc support for additional design thinking which can be linked to a tasking-approval process may be required. Please see Annex A below which details the tasking approval process. This will be called off against the day rates provided within the price schedule.

Should BIES decide to utilise the optional extension time BEIS would like to receive design thinking support on 4 policy sprints with an output that has already been defined in the deliverables.

Reporting

The successful bidder will provide weekly progress reports with a final report of findings to be presented to BEIS via Microsoft teams. Before the final report can be presented, a draft version will need to be shared with BEIS who will need to approve the report before the findings can be accepted and implemented.

The successful bidder will be required to attend weekly virtual progress meetings via Microsoft teams.

Timetable

- BEIS expects the successful bidder to adhere to the following timetable:
- Weeks 1-3: Preparation and Research
- Review research
- Prioritise hypotheses
- Map stakeholders
- Prepare sprint

Weeks 4-7: Run Policy Sprints

- Each policy sprint will take a span across a week along the following steps:
- Start with setup and prepare for each day
- Monday – Friday: run policy sprint, supplier will advise on agenda for each day
- Daily retrospective at the end of each day
- Each sprint to be followed by a week of analysis on the results of the sprint

Weeks 8-10: concept refinement

- User/Stakeholder testing on insights from the sprints
- Prioritisation of concept/ideas
- Validate research/constraints
- Apply sprints insights to policy development and identify remaining issues and next steps



Weeks 11-12: Way forward

- Supplier provides report summarising insights from the sprints and way forward
- Supplier provides initial roadmap and communications plan
- Supplier presents results to Industrial Energy Directorate BEIS project leaders review need for additional sprints

NB: this is an indicative timeline and may have to be adjusted to fit with internal governance and policy development timelines

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Annex A TASK ORDER PROCESS

1. General

- 1.1 *This Annex A outlines the process that the Customer and the Supplier shall follow to agree a new Task Order or amend an existing Approved Task Order.*
- 1.2 *The Customer is entitled at any time during the Contract Period to request new Task Orders (in accordance with the process set out in paragraph 3 below) or amend existing Approved Task Orders (in accordance with the process set out in paragraph 4 below). Where the Supplier does not validly refuse a new Task Order in accordance with paragraph 7 and the Task Order is authorised by the Customer in accordance with paragraph 4.5, such Task Order shall be fulfilled by the Supplier in accordance with the provisions of this Contract and any additional conditions specified in that Task Order which are agreed between the Customer and the Supplier.*
- 1.3 *Notwithstanding any term of this Contract, the Supplier acknowledges and agrees that the Customer may at its sole discretion:*
- 1.3.1 *itself perform any services similar to those services supplied under this Contract; or*
 - 1.3.2 *contract with any third party to perform any services similar to those services supplied under this Contract.*
- 1.4 *Each Task Order shall be identified by means of a unique Task Order reference number ("**Task Order ID**"). The Contract number and Task Order ID shall be shown on all correspondence relating to that Task Order.*

2. Definitions

2.1 In this Annex A, unless the context otherwise requires:

"Approved LOE Task Order" means an Approved Task Order which has a level of effort pricing structure under which the Supplier is paid in respect of labour hours expended to achieve the relevant Tasks, and for the avoidance of doubt shall exclude any Approved Task Order which has a fixed price or firm price structure;

"Approved Task Order" means:

- (a) a new Task Order which has been approved pursuant to paragraph 3; and
- (b) a Task Order which has been changed pursuant to paragraph 4;

"Approved Task Order Budget" means:

- (a) in respect of a new Task Order, the Task Order Budget set out in the new Task Order approved by the Customer in accordance with paragraph 3,

in each case, as such Task Order Budget is changed from time to time in accordance with the Approved Task Order change process set out in paragraph 4 (including approval being provided by the Customer in accordance with paragraph 5);

"LOE" means level of effort.

"Task" means certain specified services set out in a Task Order to be performed in accordance with this Contract;

"Task Order" means a task order entered into between the Supplier and the Customer pursuant to which the Supplier will perform specified Tasks;

"Task Order Customer Manager" means the Industrial Energy Customer Lead in respect of the relevant Task, or such other manager (or delegate) of the Customer notified by the Customer to the Supplier in writing from time to time;

"Task Order Budget" means the pricing structure (including, as applicable, a maximum price, fixed price or firm price, and specifying whether an Incentive Fee is to be applied to the relevant Daily Rates for any Tasks) set out in a Task Order;

"Task Order ID" has the meaning given in paragraph 1.4;

"WPO" means work package order



"WPO Tasking Form 1" means the form set out in Appendix 1 to this Annex A;

"WPO Tasking Form 2" means the form set out in Appendix 2 to this Annex A; and

"WPO Tasking Form 3" means the form set out in Appendix 3 to this Annex A.

2.2 *In this Annex A unless otherwise stated, any reference to a "paragraph" is to the relevant paragraph of this Annex A.*

3. New Task Order Request Process

3.1 *If the Customer wishes to request a new Task Order under the Contract CS20465, the Customer shall complete a WPO Tasking Form 1, providing sufficient information to enable the Supplier to submit a proposal for the Task Order.*

3.2 *If, in accordance with paragraph 8, the Supplier has the right to refuse to submit a proposal for the new Task Order and to carry out the proposed new Task Order, the Supplier may inform the Customer of its refusal of such within five (5) Business Days of receipt of the WPO Tasking Form 1.*

3.3 *Except where paragraph 7.2 applies, the Supplier shall, within ten (10) Business Days of receipt of the WPO Tasking Form 1, or such other period that the Parties may agree, submit a proposal to the Customer setting out the basis on which it proposes to undertake the new Task in the form of a WPO Tasking Form 2, which shall outline a Task Order Budget and include estimates of:*

3.3.1 *staff levels;*

3.3.2 *number of days for each individual resource required; and*

3.3.3 *timeframe for mobilisation or implementation of the change.*

3.4 *The procedure set out in paragraphs 4.4 to 6 shall then apply to the request for a new Task Order with the necessary changes to reflect the context.*

4. Changes to Approved Task Orders

4.1 *Changes to an Approved Task Order may be identified and requested at any point during the duration of the Task by the Customer's Representative (on behalf of the Customer) or by the Supplier's Representative (on behalf of the Supplier).*

4.2 *Where a change is proposed by:*

4.2.1 *the Customer, the Customer shall issue a completed WPO Tasking Form 1, providing sufficient information to enable the Supplier to submit a proposal for the amended*



Task Order; or

4.2.2 the Supplier, the Supplier shall issue a completed WPO Tasking Form 2.

4.3 *Following the issue of a WPO Tasking Form 1 in accordance with paragraph 4.2.1:*

4.3.1 if in accordance with paragraph 8, the Supplier has the right to refuse to submit a proposal for the amended Task Order and to carry out the proposed amended Task Order the Supplier may inform the Customer of its refusal within five (5) Business Days of receipt of the WPO Tasking Form 1; and

4.3.2 except where paragraph 4.3.1 applies, the Supplier shall within 10 (ten) Business Days of receipt of the WPO Tasking Form 1, or such other period that the Parties may agree, submit a proposal to the Customer setting out the basis on which it proposes to undertake the amended Task in the form of a WPO Tasking Form 2, which shall outline a Task Order Budget and include estimates of:

- a) staff levels;
- b) number of days for each individual resource required; and
- c) timeframe for mobilisation or implementation of the change.

4.4 *The Customer shall evaluate each proposal submitted by the Supplier pursuant to paragraph 4.2.2 or 4.3.2 and, by means of a completed WPO Tasking Form 3, shall either:*

4.4.1 approve the Task Order proposal, including the Task Order Budget;

4.4.2 reject the Task Order proposal at Section 2 of WPO Tasking Form 3, stating the reasons for rejection, requesting clarification and/or requesting re-submission of the relevant WPO Tasking Form 2; or

4.4.3 reject the Task Order proposal.

4.5 *The Supplier shall not commence any delivery in respect of the amended scope of a Task Order until authorised by the Customer by means of a completed WPO Tasking Form 3.*

5. Approved amendments

5.1 *Following a change to an Approved Task Order which is approved by the Customer in accordance with paragraph 4.4.1, such Approved Task Order (including the Approved Task Order Budget) shall be deemed to be updated on the date on which notice is given by the Customer to the Supplier that the WPO Tasking Form 3 has been signed by the Customer's Representative, and the Supplier shall from such date deliver such Approved Task Order in accordance with its revised terms (including the Approved Task Order Budget).*

6. Rejected amendments

6.1.1 If clarification or re-submission is required in respect of a proposed change to a Task Order pursuant to paragraph 4.4.2, the procedure set out in paragraphs 4.3 and 4.4 shall be repeated (with the necessary changes) a maximum of twice more.



- 6.1.2 If the proposed change to a Task Order is not approved by the Customer in accordance with paragraph 4.5, the Customer's Representative will mark it as 'cancelled' against the corresponding Task Order ID.

7. Supplier's right of refusal

- 7.1 *If the Customer is the Party (i) requesting a new Task Order, or (ii) proposing a change to an Approved Task Order, the Supplier may refuse to submit a proposal in the form of WPO Tasking Form 2, and new Task Order or to carry out the amended, if it:*
- 7.1.1 requires the services supplied by the Supplier under this Contract to be performed in a way that infringes any Legislation including, for the purposes of this paragraph 8 only or is inconsistent with good industry practice;
 - 7.1.2 would cause any existing Necessary Consent to be revoked or would require a new Necessary Consent to be obtained to implement the amended or new Task Order (which, after using reasonable efforts, the Supplier has been unable to obtain and reasonably believes it will be unable to obtain using reasonable efforts);
 - 7.1.3 would materially and adversely affect the Supplier's ability to deliver the services supplied by the Supplier under this Contract (except those services which have been specified as requiring to be amended in the Customer's WPO Tasking Form 1) in a manner not able to be compensated pursuant to this Annex A;
 - 7.1.4 would materially and adversely affect the health and safety of any person;
 - 7.1.5 would, if implemented, materially and adversely change the nature of the services supplied under this Contract (including the risk profile) in a manner not able to be compensated pursuant to this Annex A; or
 - 7.1.6 is outside the Customer's legal power or capacity to require implementation of the amended or new Task Order.

8. FINANCIAL MANAGEMENT of Task Orders

- 8.1 *The Supplier's Representative shall monitor the actual spend against the Approved Task Order Budget and the expiry dates of Approved Task Orders.*
- 8.2 *Where the actual spend under an Approved LOE Task Order reaches or reasonably likely to reach 85% of the Approved Task Order Budget for that Approved LOE Task Order, or the Approved LOE Task Order is due to expire within two (2) weeks, the Supplier's Representative shall notify the Task Order Customer Manager and Customer's Representative.*
- 8.3 *The Supplier's Representative shall provide three (3) options to the Task Order Customer Manager and Customer's Representative:*
- 8.3.1 extension of Task time (subject in all cases to the Contract Period End Date), if there is sufficient funding remaining in the Approved Task Order Budget;



8.3.2 extension of Task time or Approved Task Order Budget or both (subject in all cases to the Contract Period End Date), if the Task Order Customer Manager can secure funding additional to the Approved Task Order Budget; or

8.3.3 expiration of the Task, allowing the Task to expire as originally agreed.

8.4 *The Task Order Customer Manager and Customer's Representative should be made aware of any outstanding activities that have not been completed which were part of the Task requirement and how much effort it is considered will be required to complete such activities when these three options are presented.*

8.5 *Where an option set out in paragraph 9.3.1 or 9.3.2 is selected, the Supplier shall not be authorised to continue activities beyond the expiry date or incur costs over the Approved Task Order Budget until the Approved LOE Task Order has been amended to reflect the proposed extension and the amendment has been signed by the Customer's Commercial Officer (and paragraph 4.5 shall apply with the necessary changes). The Customer shall have no liability in respect of any such additional costs incurred by the Supplier prior to such signature.*

9. Early Termination of Tasks

9.1 *The Customer may terminate an Approved Task Order at any point by giving two (2) weeks' notice to the Supplier.*

9.2 *Written confirmation of the termination request shall be submitted by the Customer's lead to the Supplier's Representative who will monitor the termination of the relevant Task(s).*

9.3 *If an Approved Task Order is terminated early in accordance with paragraph 9.1, the Customer shall be entitled to direct the Supplier to carry out such continuing works during the notice period as the Customer considers necessary (acting reasonably) in respect of the Task(s) being terminated.*

9.4 *The Supplier shall be entitled to claim the WP Payment and Incentive Fee in respect of the Task(s) being terminated only to the extent that these are accrued in carrying out the Task(s) being terminated (i) in accordance with the Approved Task Order or (ii) at the direction of the Customer in accordance with paragraph 9.3, in each case during the period up to and including the last date of mobilisation (which shall be no longer than the period described in paragraph 9.1).*

10. PayMENT of Tasks ORDERs

10.1 The Supplier may claim payment and shall be paid upon satisfactory completion of the Tasking Order in question.



APPENDIX 1

WORK PACKAGE ORDER - TASKING FORM 1

REQUEST FOR PROPOSAL

Unique Tasking Number

Version No. & Date

Task
Title:

Deadline for receipt of Tasking Form 2

Budget limit (if applicable)

1. STATEMENT OF REQUIREMENT

Description of Task:
<i>(or see attached detailed Statement of Requirement)</i>
Basis of Pricing
Background Information:
Schedule of Requirements / Deliverables (including delivery dates):
Assumptions:



Dependencies (including GFX):

2. WORK PACKAGE ORDER SPECIAL CONDITIONS

[INSERT SPECIAL CONDITIONS HERE]



APPENDIX 2

WORK PACKAGE ORDER - TASKING FORM 2

SUPPLIER PROPOSAL / CHANGE PROPOSAL

Unique Tasking Number

Version No. & Date

Task Title:

1. SUPPLIER'S PROPOSAL

(or attach document)

2. PRICE

Item No	Description	Work Package Budget ¹ £ (Ex VAT)
1		
2		
3		
4		
5		

	Total Price (ex VAT)	
--	----------------------	--

(Full price breakdown required in addition to above)

Supplier Representative Authorisation

¹ This could be (i) LOE with maximum price, (ii) fixed price, or (iii) firm price. All tasks shall be priced using the agreed rates provided to the Contract **CS20465**



Crown
Commercial
Service

Name **REDACTED**

Position **REDACTED**

Signature

Date 14.01.2021

Telephone Number **REDACTED**



APPENDIX 3

WORK PACKAGE ORDER - TASKING FORM 3

ACCEPTANCE/CLARIFICATION/REJECTION

Unique Tasking Number

Version No. & Date

Task Title:

1. WORK PACKAGE PROPOSAL ACCEPTED

☐

(Tick as appropriate)

Customer Project Manager

Name	
Position	
Signature	
Date	Telephone Number

Authority Commercial Authorisation

Name	
Position	
Signature	
Date	Telephone Number

(Both project manager and commercial signatures required for valid acceptance)

Unique Tasking Number


Version No. & Date



Crown
Commercial
Service

Acknowledgement by Supplier of Tasking Form 3 acceptance above:

I acknowledge receipt of Tasking form 3 acceptance for the above task:

Name	REDACTED
Position	
Signature	REDACTED
Date	14.01.2021
Telephone Number	REDACTED

2. WORK PACKAGE PROPOSAL REJECTED – CLARIFICATION / RESUBMISSION REQUEST.

(Tick as appropriate)

Clarification / re-submission request instructions:

--

Authority Project Manager

Name	
Position	
Signature	
Date	Telephone Number

3. WORK PACKAGE PROPOSAL REJECTED – NO FURTHER ACTION REQUIRED.

☐

(Tick as appropriate)

Notes:

--

Authority Project Manager

Name	
Position	
Signature	
Date	Telephone Number



Annex 2 AW5.2 Price Schedule – CS20465 - REDACTED

