

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of "a discrete set of narrative scenarios for the future of heat, as detailed in the Mlni Competition documentation for the Heat 'Futures' commission dated [] 2019.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	CS19306
From	The Department for Business, Energy and Industrial Strategy of 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	KPMG LLP of 15 Canada Square, Canary Wharf, London, E14 5GL ("SUPPLIER")
Date	05/12/2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 05/12/2019
1.2.	Expiry Date: End date of Initial Period: 26/02/2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) The Department for Business, Energy and Industrial Strategy (BEIS) are seeking to procure a set of no more than 6 narrative scenarios – or heat 'futures' – to show the
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range of different outcomes for the decarbonisation of heating (in keeping with the UK's commitment to achieve net-zero emissions by 2050) and illustrate the 'possibility space' in which they operate. These scenarios will focus on discussion of the different socio-political characteristics of any future heating and energy system, including questions of who runs that system and what it is designed to deliver. The primary focus of these scenarios will be on heating in buildings, although it will be necessary to at least acknowledge the role of industrial heating in their construction.

These scenarios will be used by BEIS to help expand debate over the future of heat and could inform the development of future strategic publications in 2 ways:

- They may be used to help set out – in clear language - the range of possible outcomes for the heating system in the UK and what this will mean for consumers and stakeholders, thereby helping to stimulate discussion around critical decisions and trade-offs in a way that is readily accessible to non-expert readers.
- They will allow us to scrutinise internal thinking about the timing, nature, and sequencing of the decisions that need to be made by 2050 to decarbonise heating in the UK, providing a necessary challenge function for our own internal thinking and helping us to identify any further steps, actions, and decisions.

The aim of this project is to step outside of existing supply-oriented considerations of technologies, technology mixes, delivery logistics, and associated costs to account for the different socio-political dimensions of transformation, and their possible impacts on demand, expectations and the trajectory of that change. Due to this socio-political focus, the development of these scenarios should not require a dedicated modelling effort. Instead the scenarios should build on existing technical evidence to account for technologies to acknowledge where these create challenges for – or clash with – the visions offered while ensuring that the scenarios are plausible (for example, by suggesting whether a given scenario might be more or less compatible with specific technology mixes like 'high electrification' or 'high hydrogen', suggesting an estimate of costs where a narrative scenario corresponds to a previously modelled technology mix and it is appropriate to transpose assumptions, or by suggesting what components of a scenario might drive an increase or reduction in total or specific costs). Further detail on what is in and out of scope of consideration in the development of these scenarios as well as the relative priority of those considerations is set out in section 4.3.

The primary product of this procurement exercise will be the scenarios themselves. However, the contractor will need to provide a detailed report on the work done to produce these scenarios alongside the finished products themselves. We anticipate that quality bids would demonstrate both an appropriate approach to the production of these scenarios (likely to include some combination of bringing together internal expertise, reviews of existing scenarios work and evidence, incorporating thinking on trends in the socio-political system, and exploration of stakeholder expectations), alongside clear explanation of how the final outputs of the work will accurately capture the possibility space for the future of heat.

3. PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan for Approval within 2 Working Days from the Call Off Commencement Date
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4. CONTRACT PERFORMANCE

4.1.	Standards: Cyber Essentials
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street London SW1H 0ET <u>ap@uksbs.co.uk</u>
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Until the expiry of the contract
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Call Off Contract Charges: The sum of £47,595.00 excluding VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As per clause 37.2.1 of the Call Off Terms, 125% of the Call Off Contract Charges (£59,493.75 excluding VAT).
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity insurance for not less than £2 million per claim; Public liability insurance for not less than £5 million per claim (unlimited claims); Employer liability insurance for not less than £5 million per claim (unlimited claims); Product liability insurance for not less than £5 million for claims arising from any single event and not less than £10 million in aggregate for all claims arising in a year.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

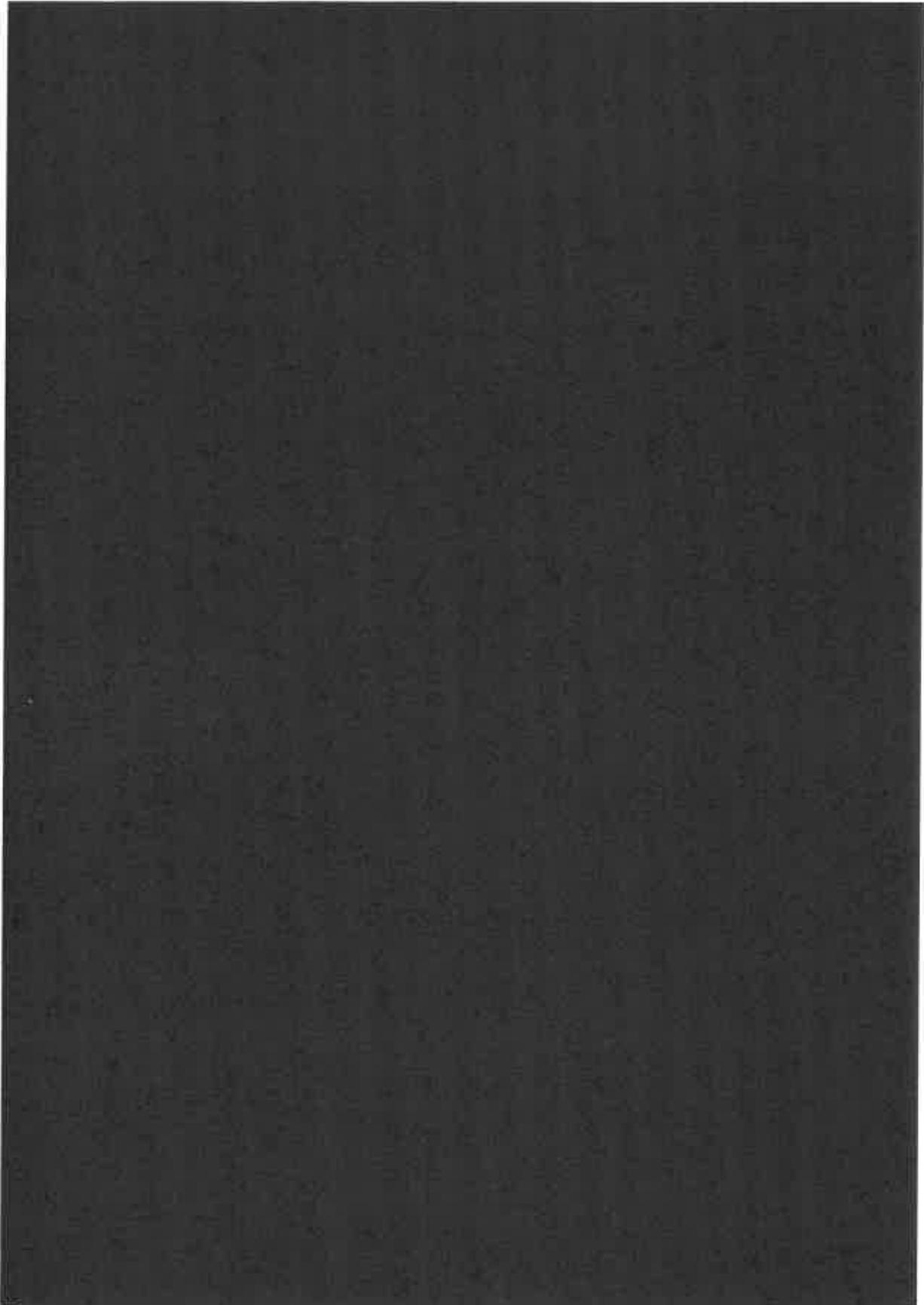
9.1	Supplier's Inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: [REDACTED] [REDACTED]

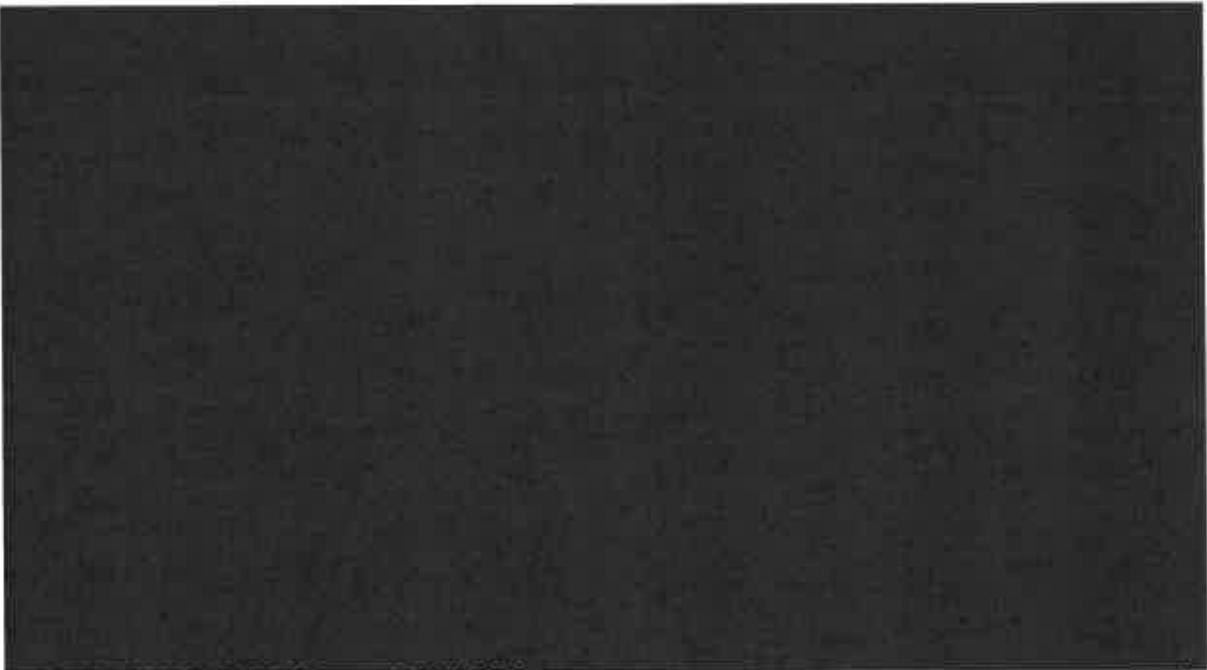
10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: Friday 25th October 2019 Recital D - date of receipt of Call Off Tender: Thursday 7th November 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied

10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): As per clause 35.2.3 of the Call Off Terms and section 10.15 below
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] 1 Victoria Street, London, SW1H 0ET Supplier's postal address and email address: TBC
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: <ol style="list-style-type: none"> 1. Open Source Publication (34.10.2e) Subject to Clause 34.10.3, the Supplier hereby warrants that the Project Specific IPR Items will be supplied in a plain/unbranded format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 34.10.1. 2. Draft papers and Deliverables <ol style="list-style-type: none"> a) The parties agree that the Supplier will retain ownership of its drafts, notes, analyses, and other working papers prepared or generated by it during the course of providing the Services and (to the extent required) licenses the same to the Customer for the purposes set out in this Call Off Order Form. b) Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 2000, the Customer shall not: <ol style="list-style-type: none"> i) disclose or transfer any Supplier branded Deliverable to any third party; or ii) alter any Supplier branded Deliverable; or iii) attribute any non-Supplier branded Deliverable to the Supplier; or iv) make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable; <p>in each case without the Supplier's prior written consent.</p> c) Where the Customer transfers, discloses or sub-licenses any Deliverable to any third party, it shall inform such third party that, to the fullest extent permitted by law, the Supplier accepts no responsibility or liability to them in connection with the same and shall procure that any third party does not make any claim against the Supplier in this regard. 3. Audit Independence The Supplier may terminate this Call Off Contract upon such period of

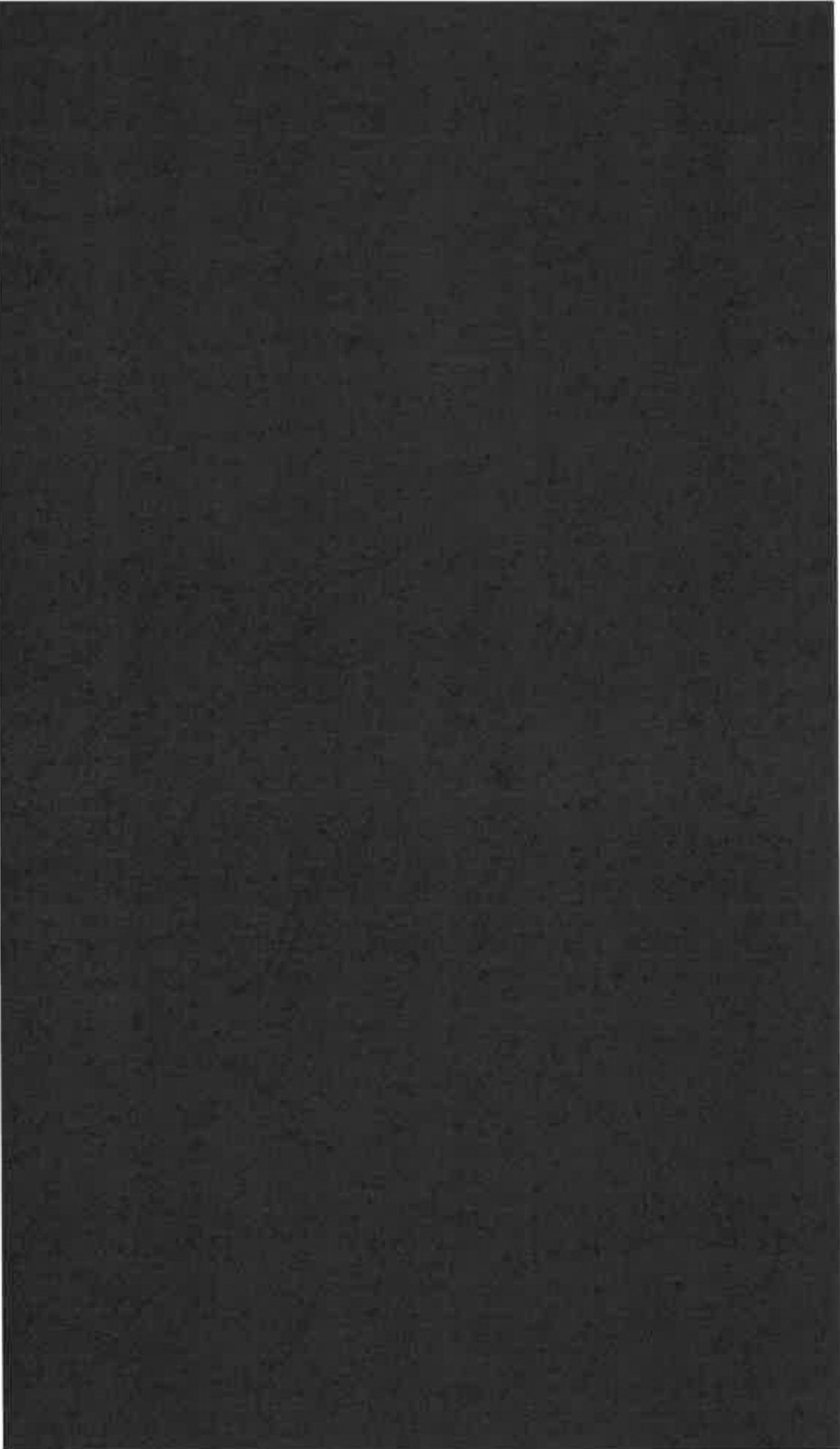
	<p>written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.</p>
<p>10.12</p>	<p>Call Off Tender: In Schedule 16 (Call Off Tender)</p>
<p>10.13</p>	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>The Supplier shall not use the Customer's name or brand without Approval.</p> <p>Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Supplier Equipment) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> • ensure that neither it nor any of its Affiliates, Sub-Contractors, sub-contractors, employees, agents, servants or representatives embarrass the Customer or other Crown Bodies; • cause, permit, contribute or is in any way connected to material adverse publicity relating to or affecting the Customer, other Crown Bodies and/or the Contract; • or brings the Customer or other Crown Bodies into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or other Crown Bodies, regardless of whether or not such acts or omissions are related to the Supplier's obligations under the Call Off Contract.
<p>10.14</p>	<p>Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
<p>10.15</p>	<p>Processing Data Call Off Schedule 17</p> <p>██████████</p> <p>██████████</p> <p>████████████████████</p> <p>██████████</p> <p>████████████████████</p> <p>████████████████████</p>

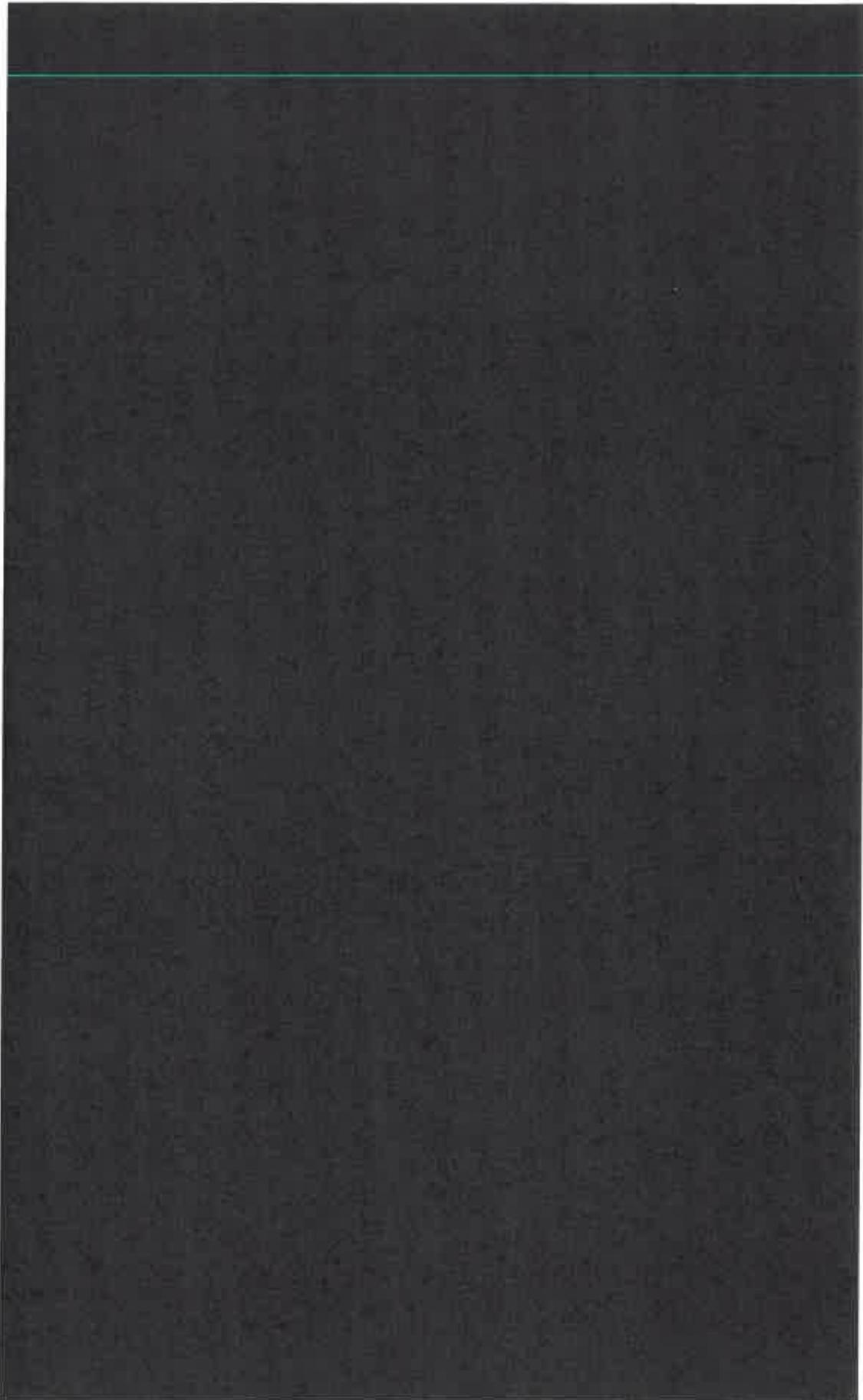


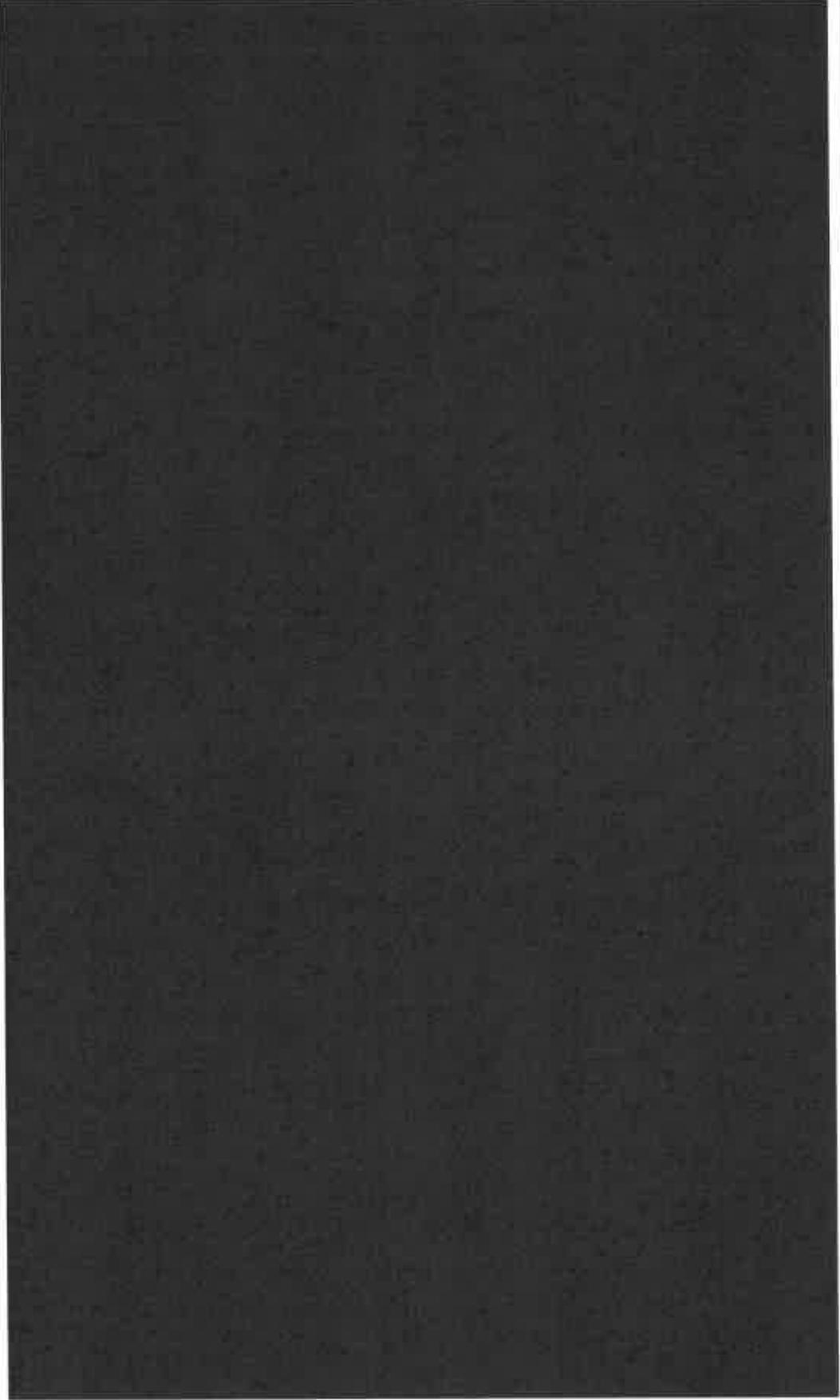


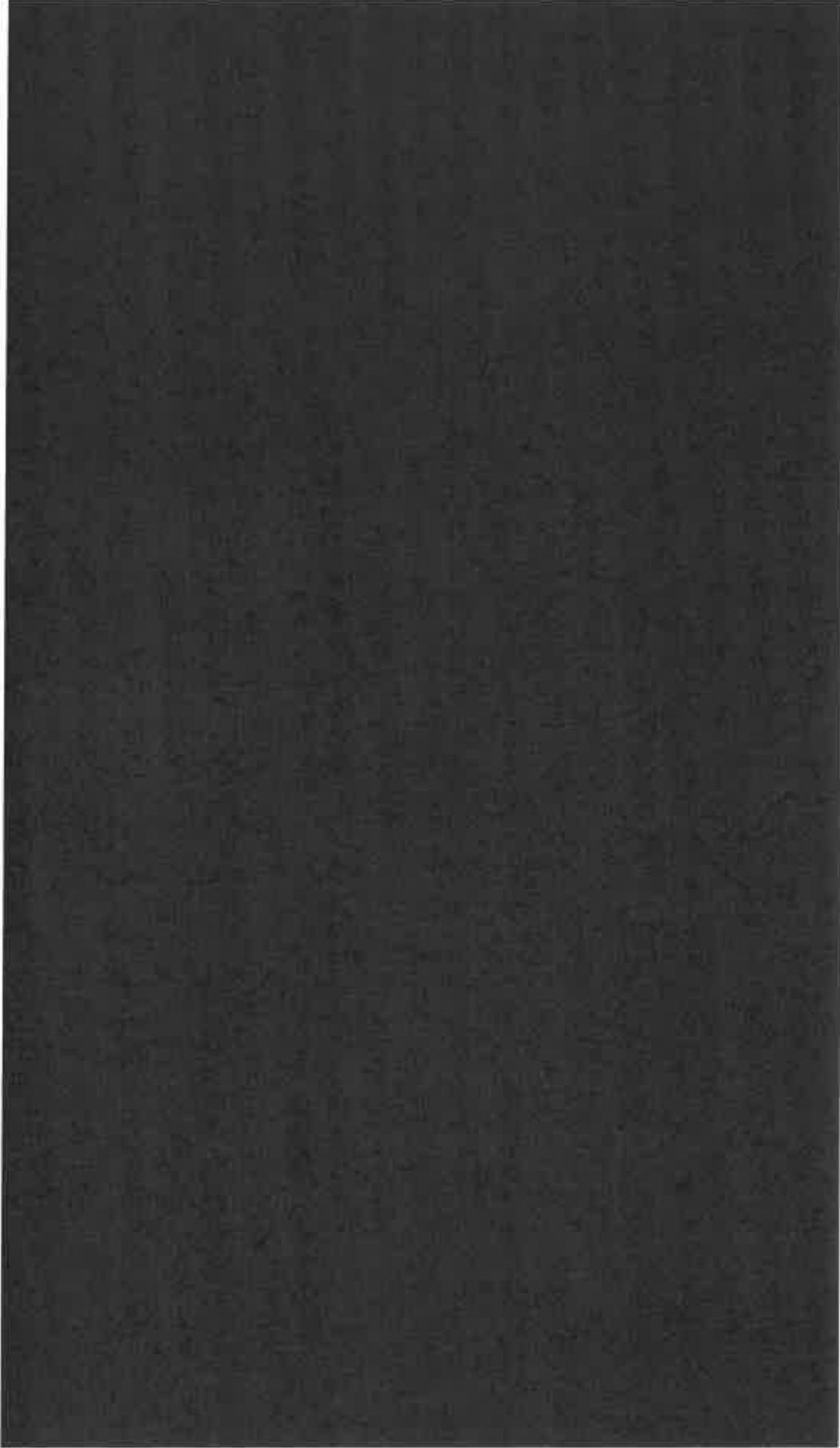
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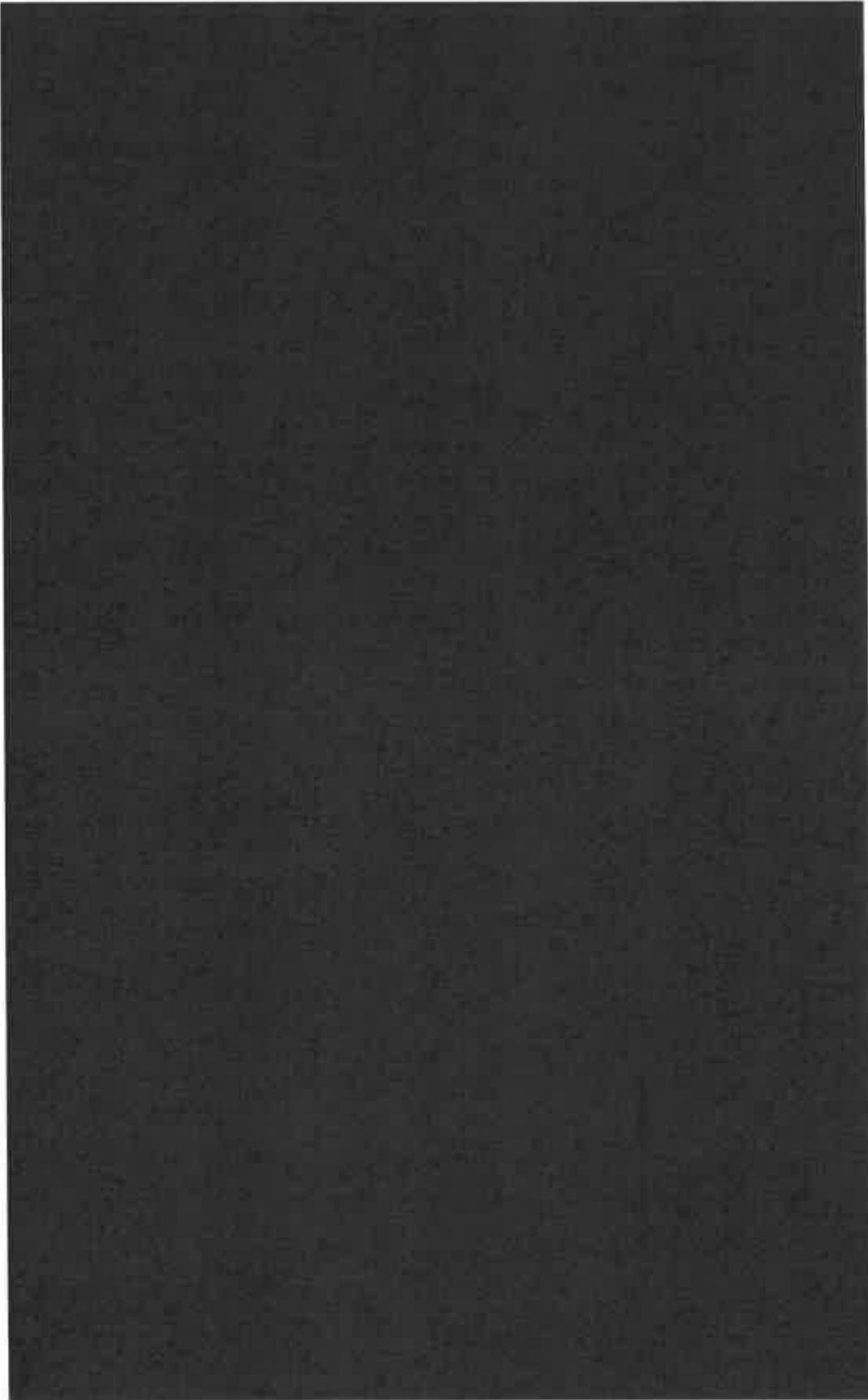
Call Off Schedule 15

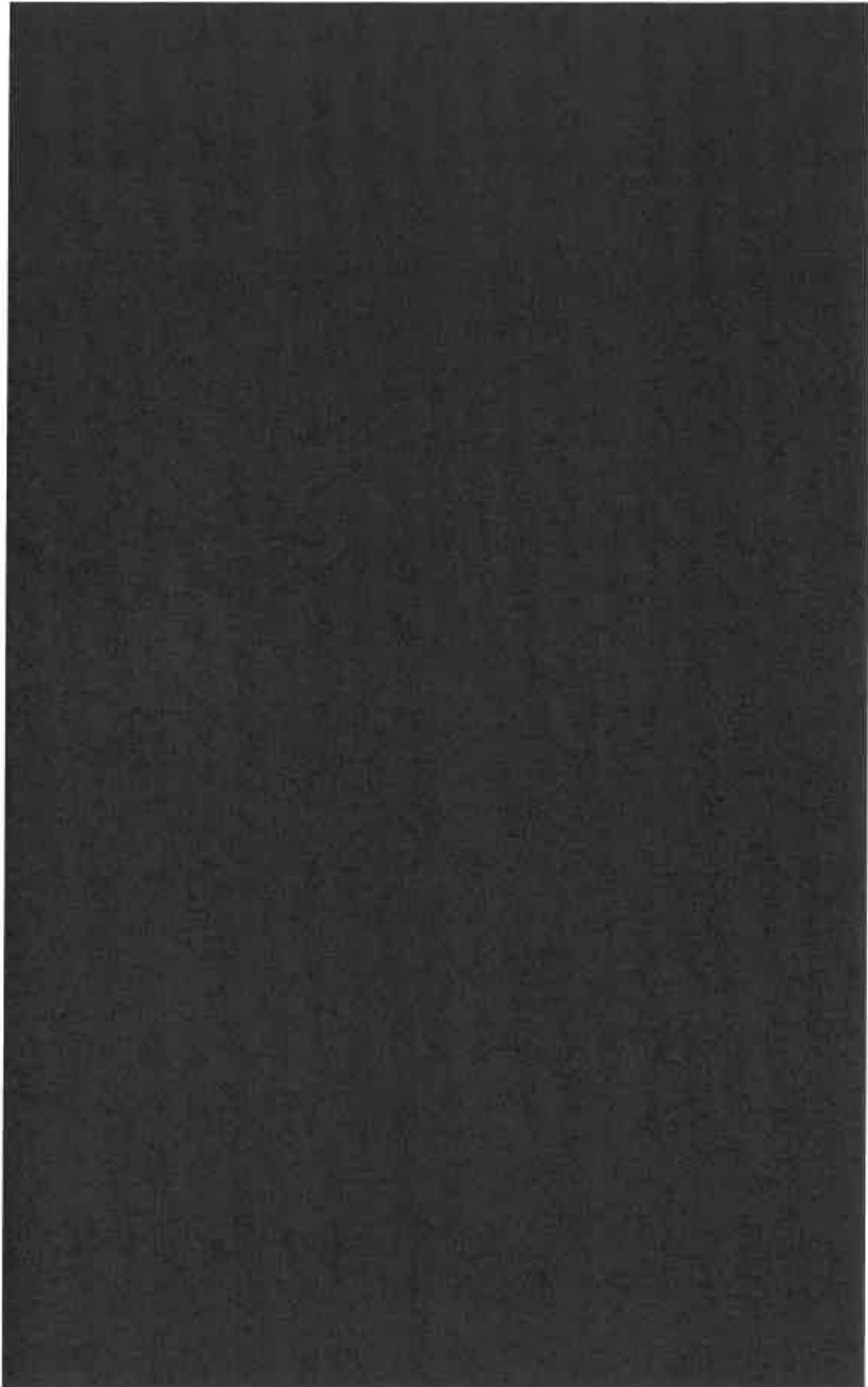


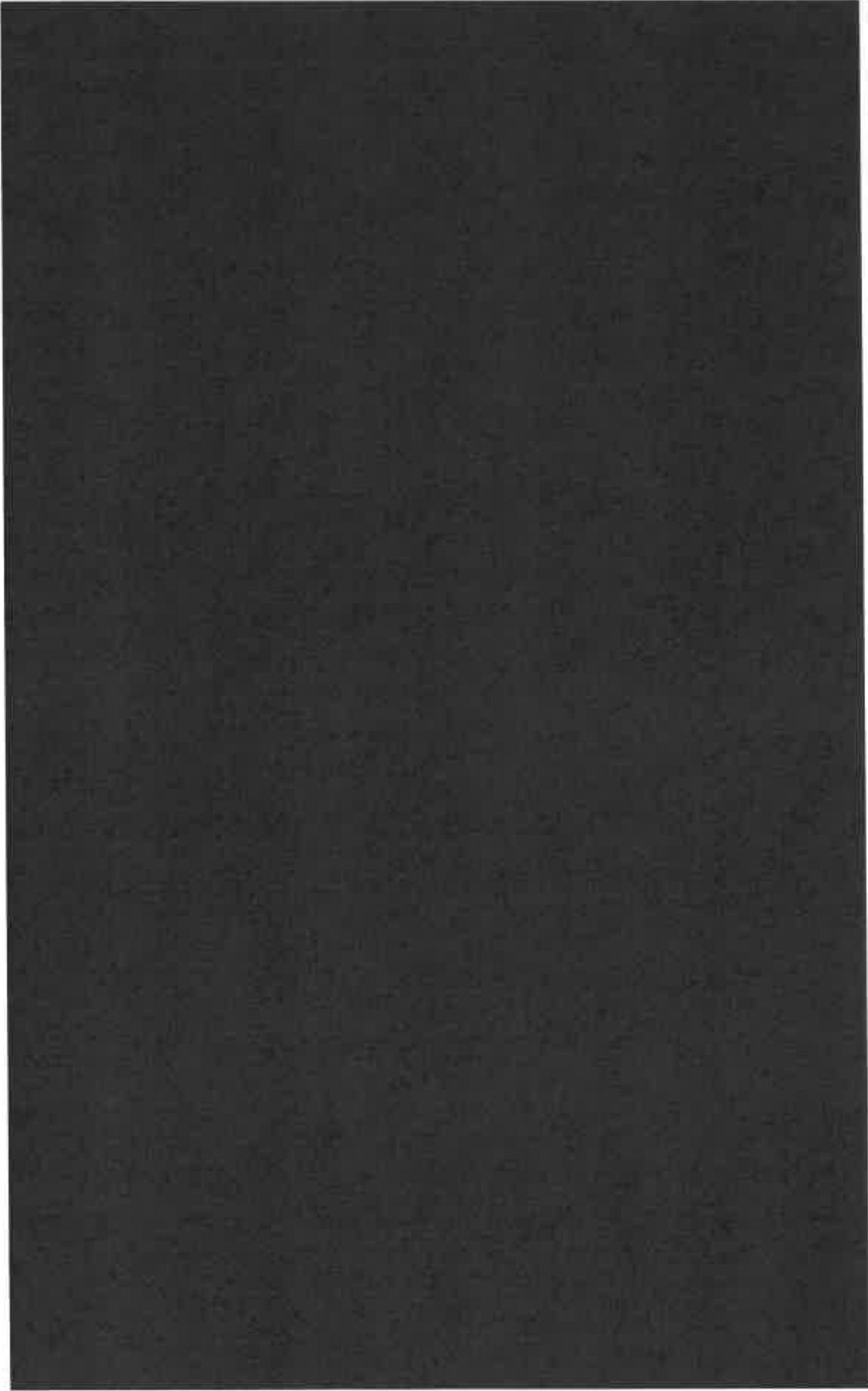


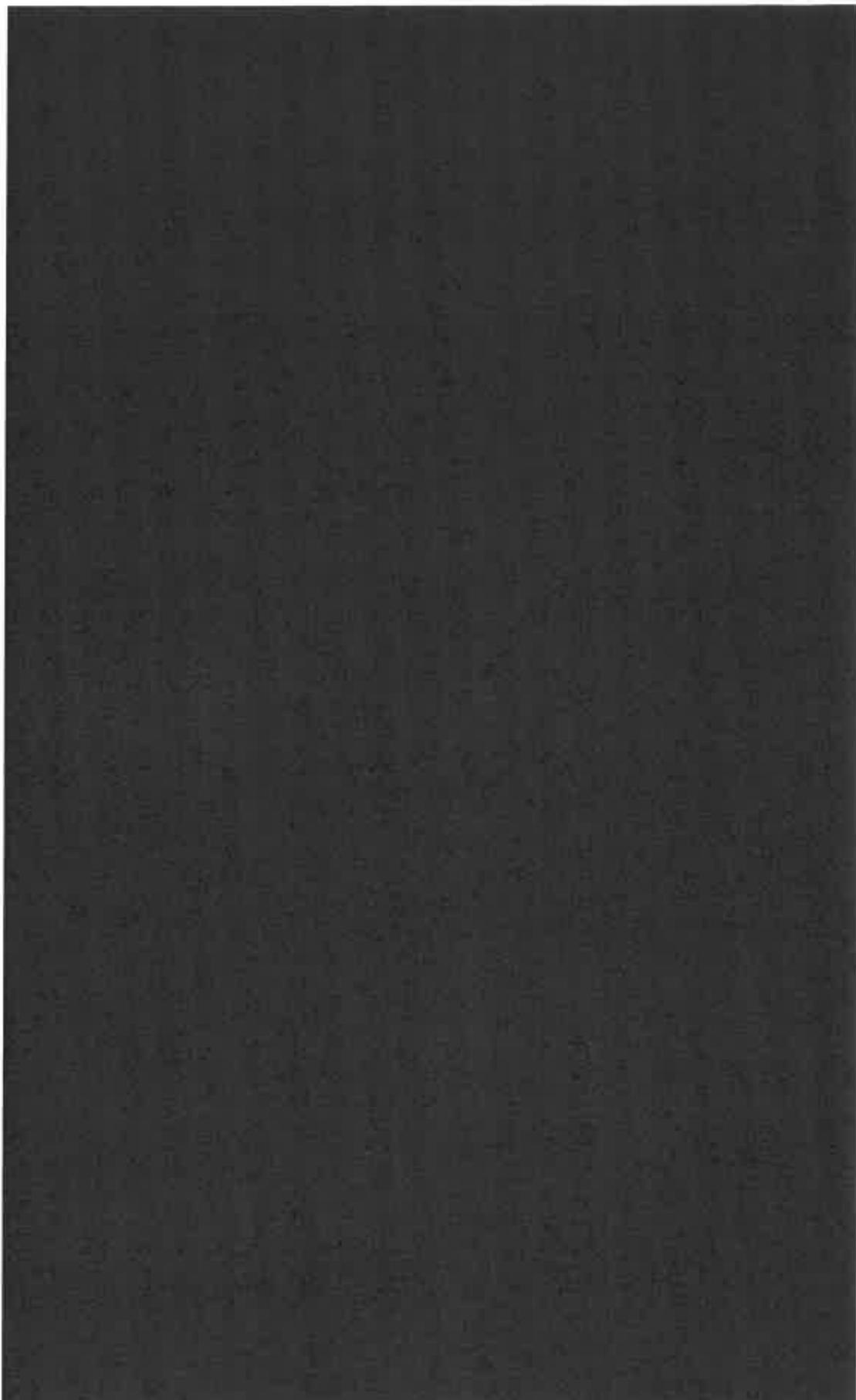


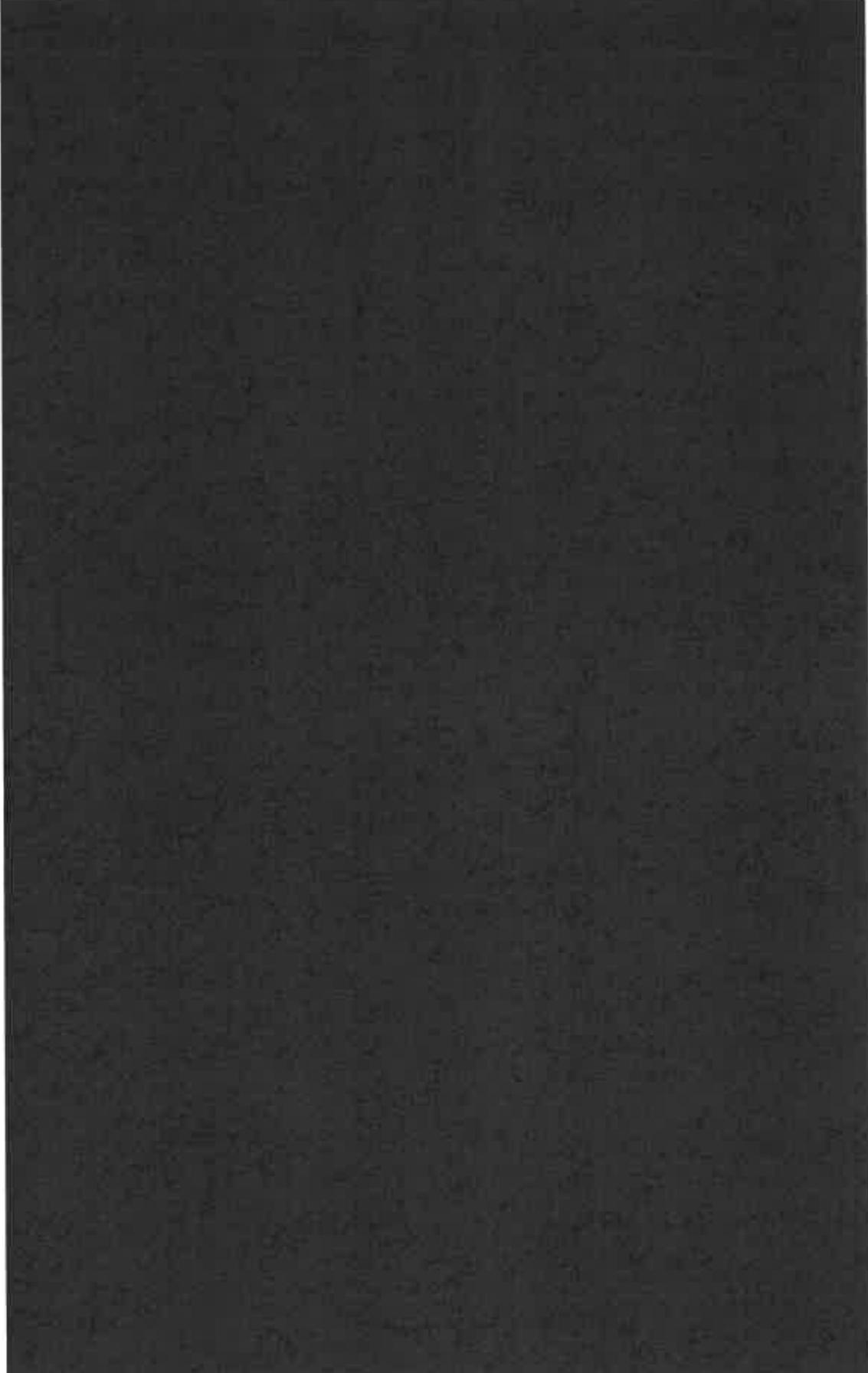


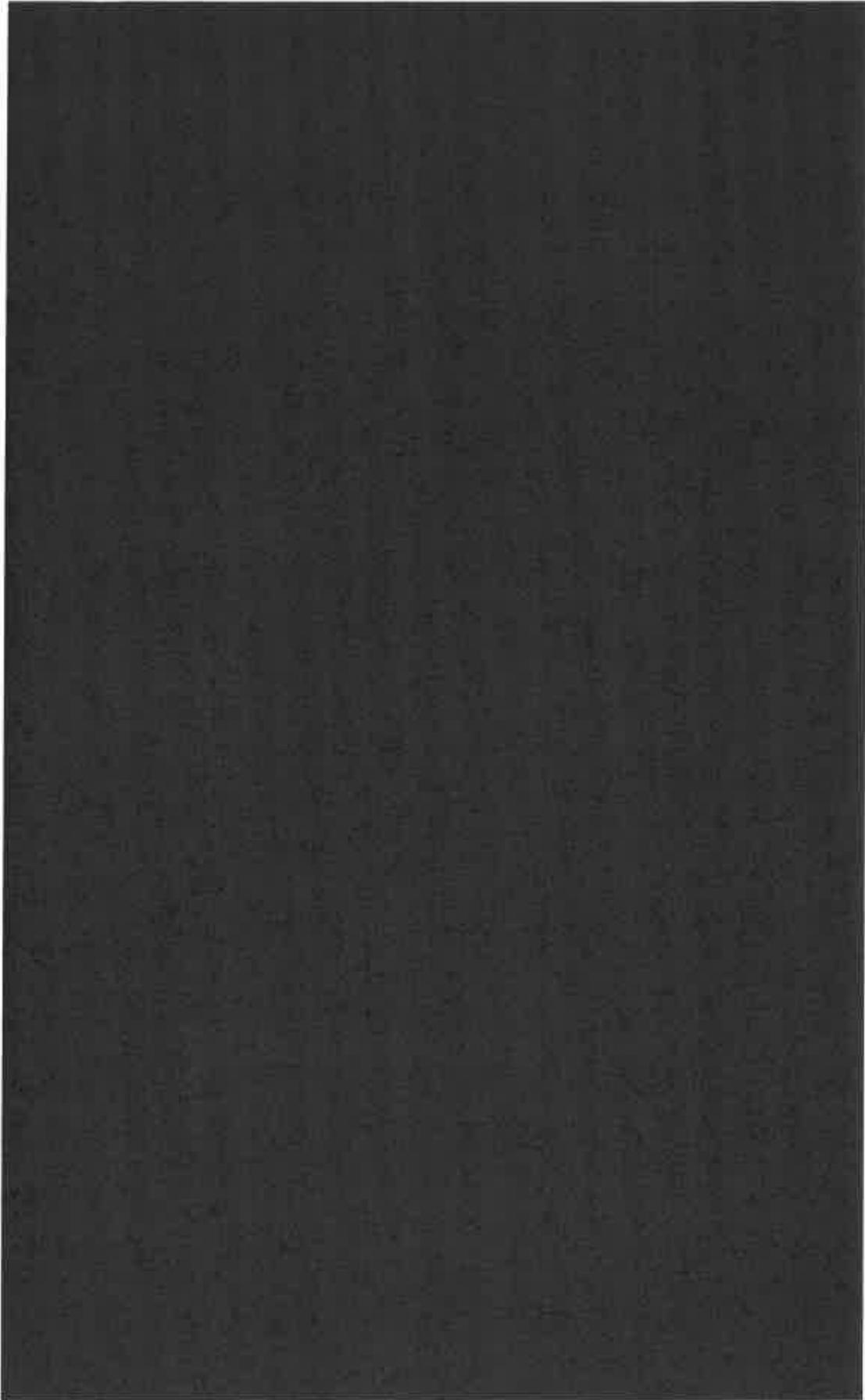


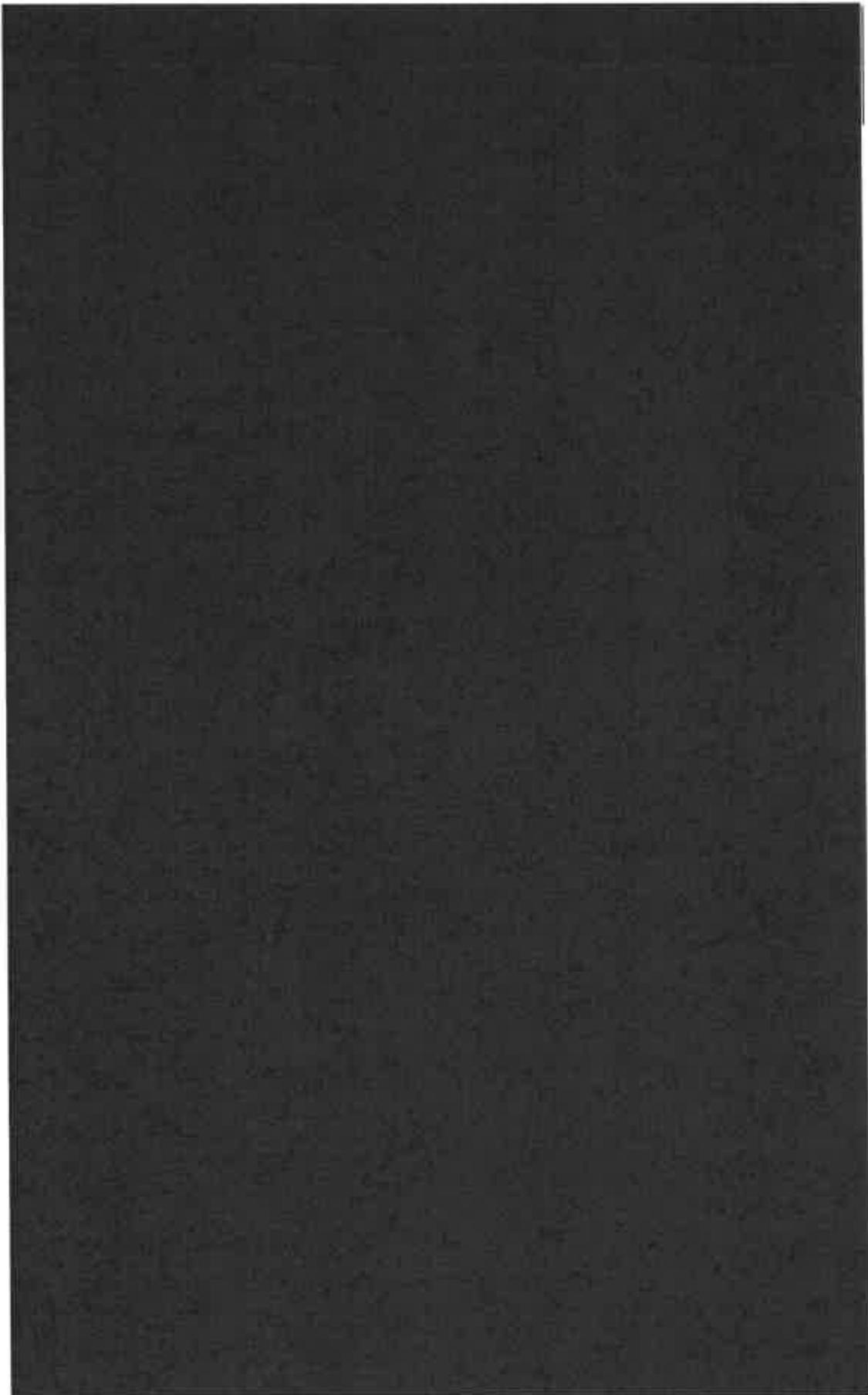


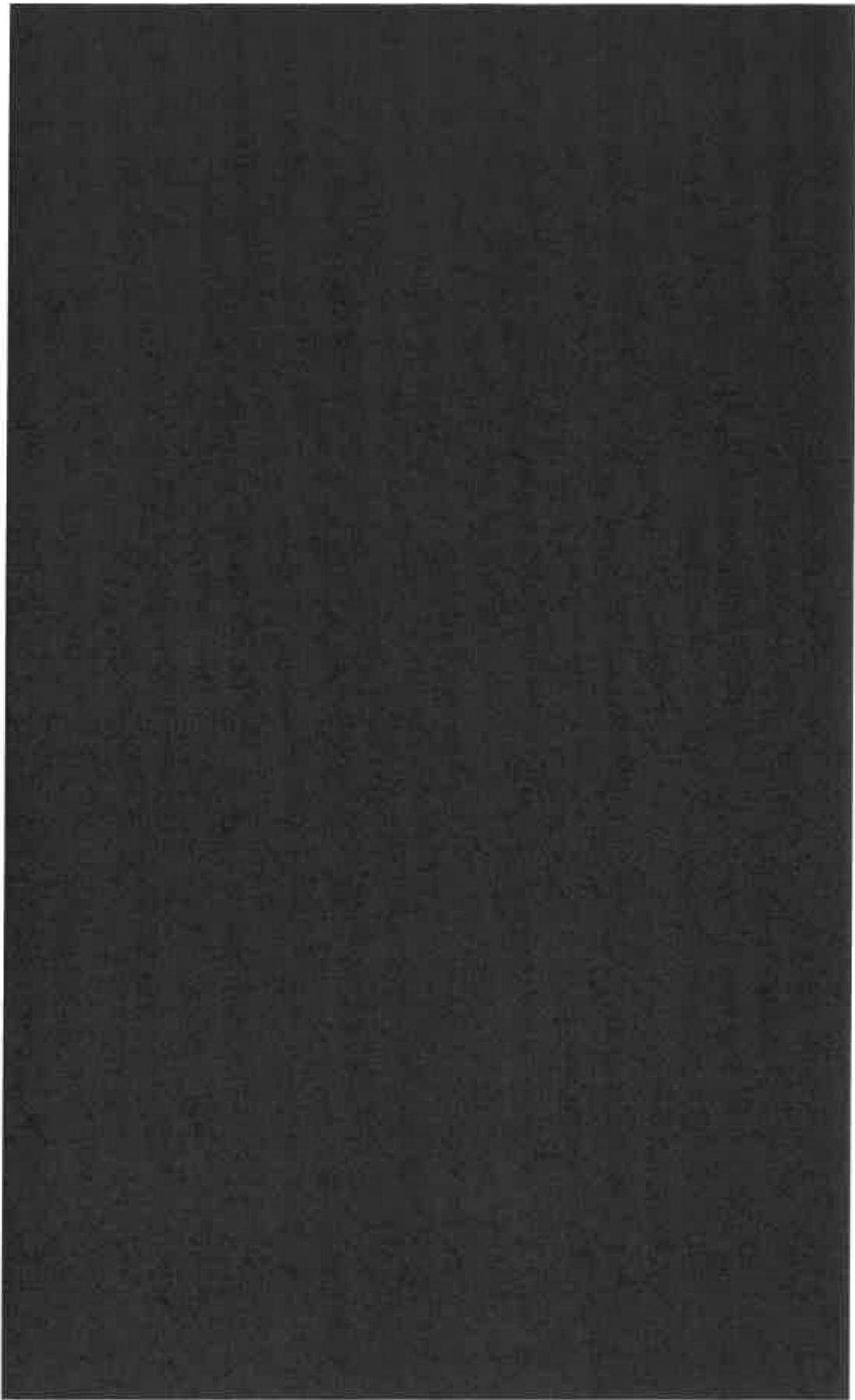


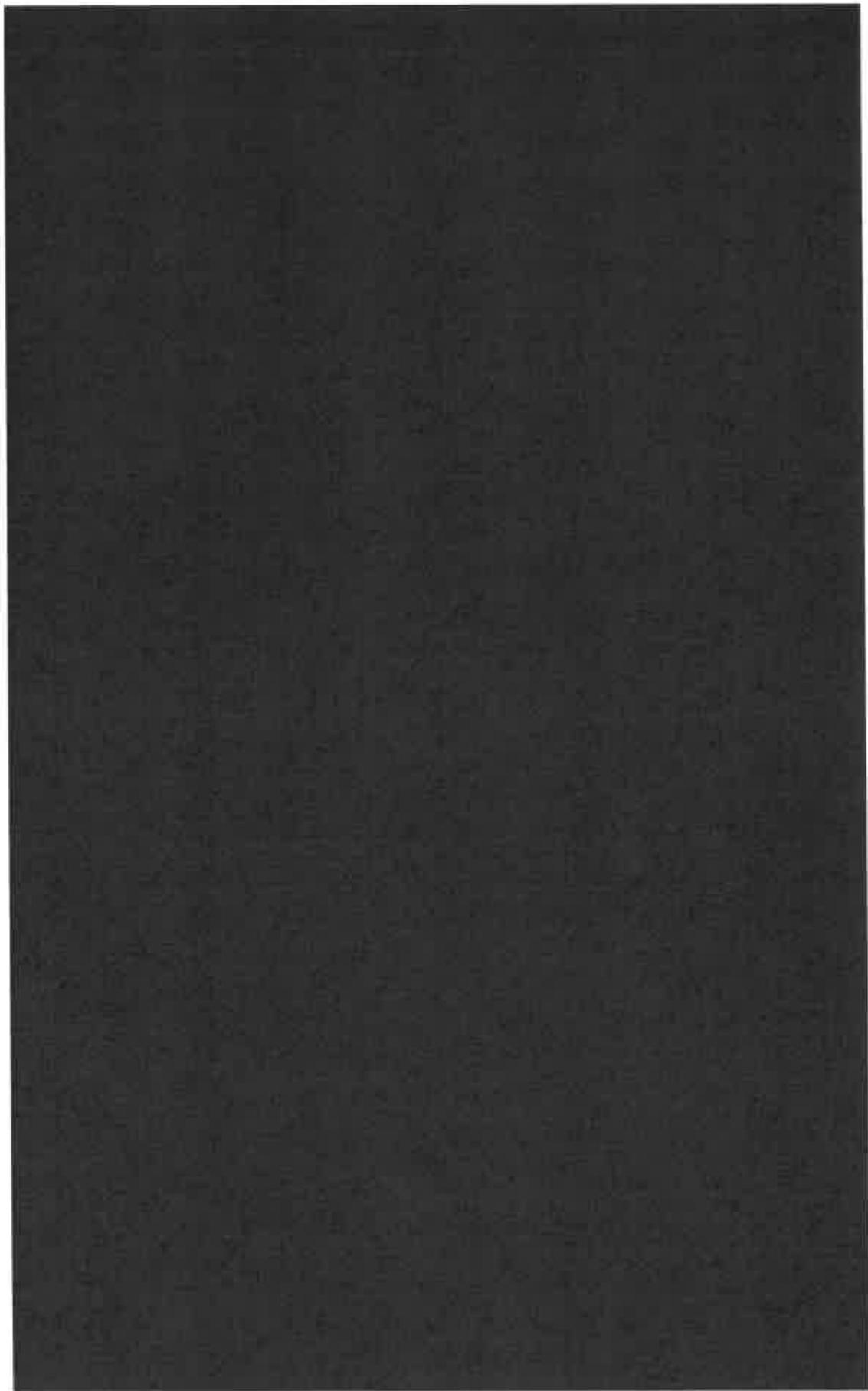


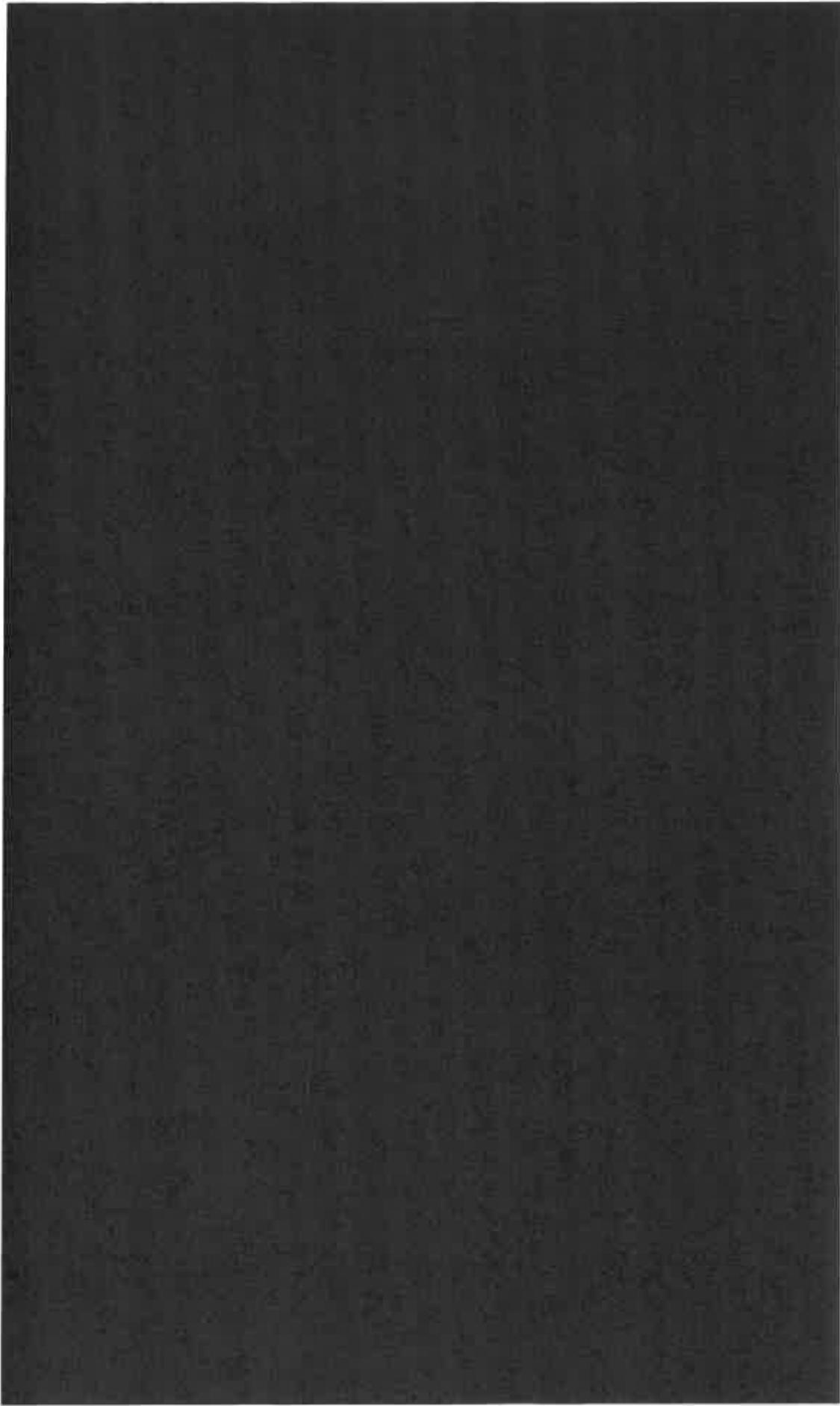


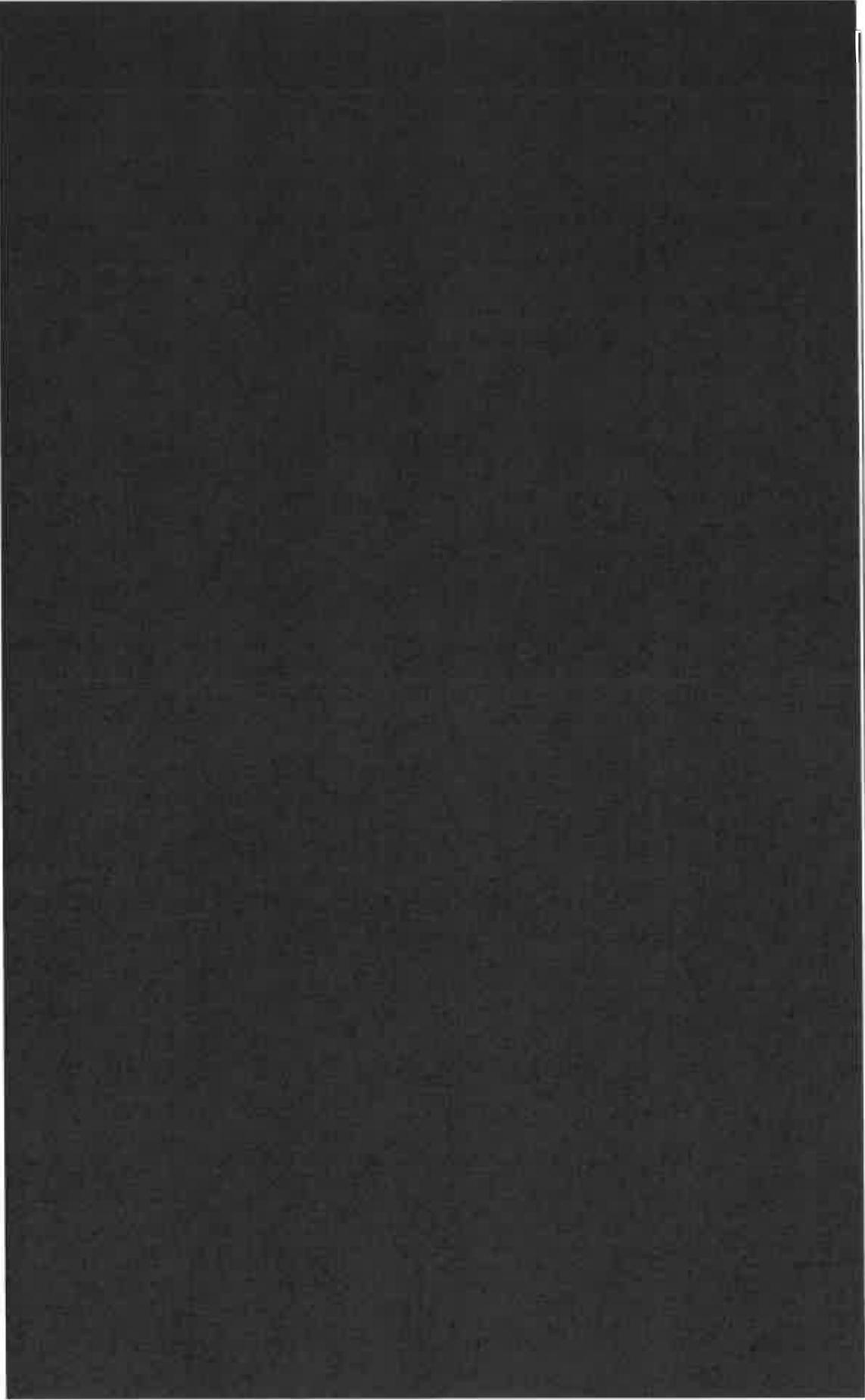


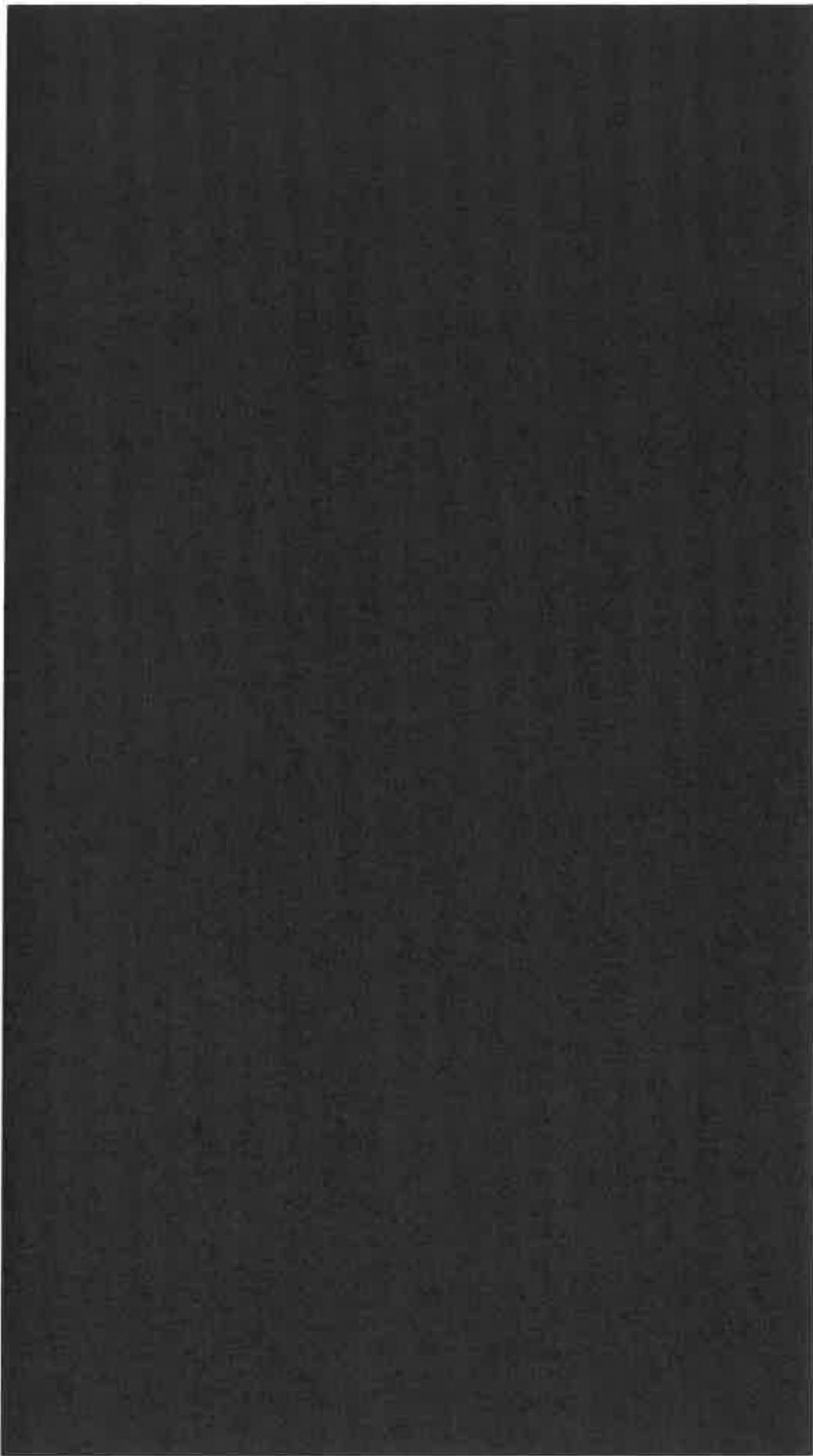


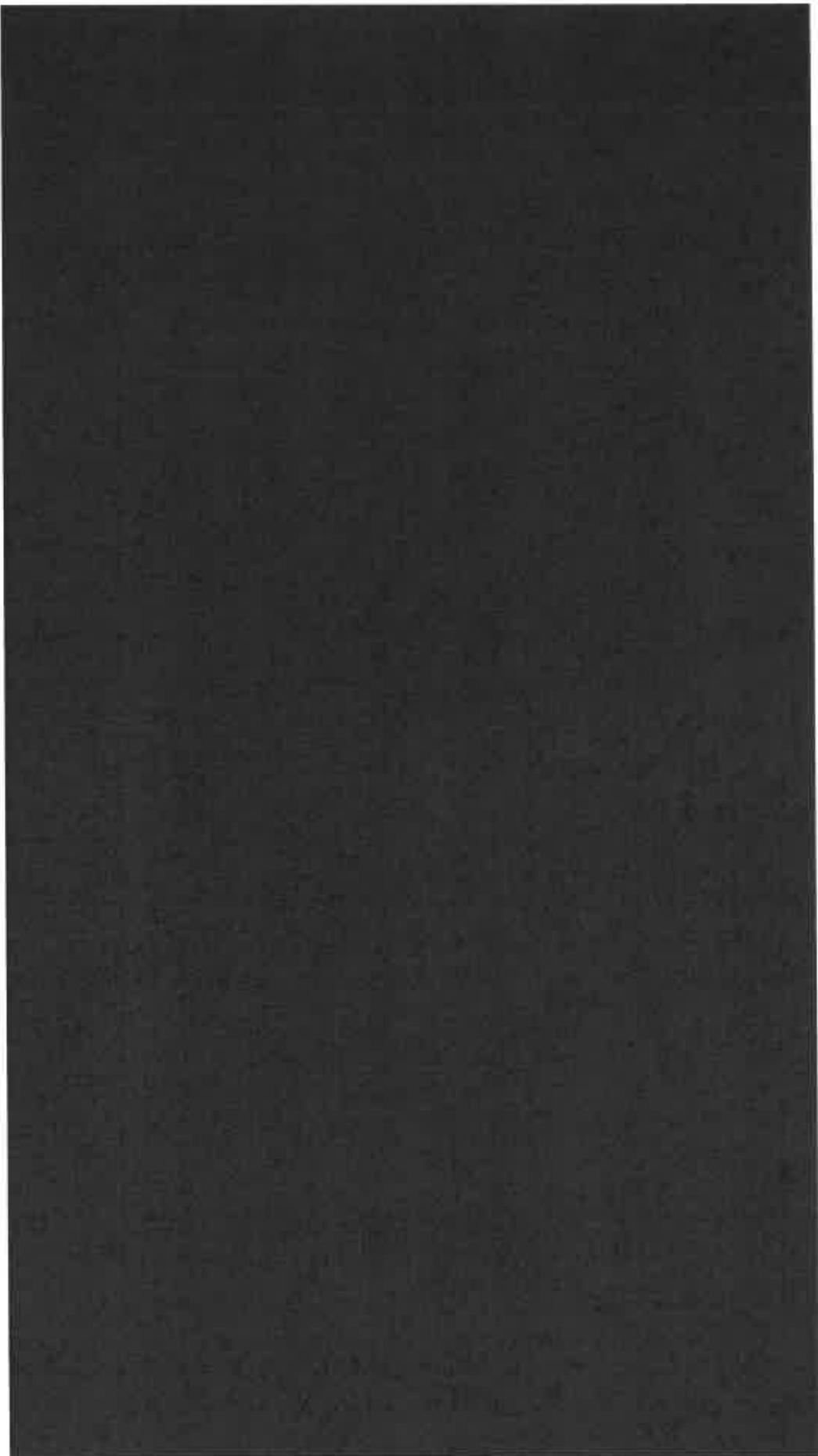












FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title		
Signature		
Date		

For and on behalf of the Customer:

Name and Title		
Signature		
Date		