

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	itt_54379 / CON_6273
THE BUYER:	The Department for Energy Security and Net Zero (DESNZ)
BUYER ADDRESS	3-8 Whitehall Place, SW1A 2HP
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952
SID4GOV ID:	Not Applicable

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23/07/2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Commercial/Financial Advisory Services to the Hydrogen Portfolio.

CALL-OFF LOT: Lot 4 Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187.

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender)

Supplier terms are not 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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- i) specified in this Contract or
- ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Call-off start date: 23/07/2024

Call-off expiry date: 22/07/2027

Call-off initial period: 3 years

Call-Off Optional Extension Period: from 23/07/2027 until 22/07/2028

WORKING DAY

Working Day is defined as a Monday to Friday, excluding public holidays, between the core hours of 09:00 and 17:30.

Call Off Contract Option which can be exercised unilaterally at the Buyer's sole discretion.

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply.

Supplier staff who will access OFFICIAL or OFFICIAL SENSITIVE information will require Baseline Personnel Security Standard (BPSS) clearance. Supplier staff who will access information at a higher classification, or where their role needs additional security assurances may be required to undertake national security clearance.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS

Buyer's invoice address

The Department for Energy Security and Net Zero (DESNZ) c/o UK SBS,
Queensway House, West Precinct, Billingham, TS23 2NF
Email: financeservices.ukpbs.co.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

The Supplier must also follow the Department of Energy Security and Net Zero's Security Policy which may be found by the below link:

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

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

To be agreed at Work Package Level.

Progress meeting frequency

To be agreed at Work Package Level.

Key staff

[REDACTED]

Key subcontractor(s)

Company name: PricewaterhouseCoopers Service Delivery Center (Kolkata)
Private Limited
Registered address: South City Pinnacle, 13th Floor, Plot No. X1-1, Block-EP,
Sector-V, Salt Lake, Kolkata-700091, West Bengal, India
Registration number: 142115
Contact name: [REDACTED]
Email address: [REDACTED]

Commercially sensitive information

Supplier's Commercial Proposal and Rates

Service credits

See details in Call-Off Schedule 14 (Service Levels)

The Service Credit Cap is: **£30,000** (This figure is based upon a Supplier performance level of "Red" level against all four KPIs for one quarter).

The Service Period is: **36 months**

A Critical Service Level Failure is: A "Red" level of performance recorded against one or multiple KPIs (as set out in Schedule 14 -Service Levels), 5 or more times over an annual rolling period.

Guarantee

Not Applicable

Buyer's environmental policy

The Supplier must work in accordance with the Department for Energy Security and Net Zero Environmental policy as shown in Annex A to this Call-Off Schedule 6 (Order Form).

Social value commitment

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

Formation of Call-Off Contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 09/08/2024

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 09/08/2024

Annex A to Framework Schedule 6 (Order Form and Call-Off Schedules)

DESNZ & DSIT: Environmental Policy

DESNZ and DSIT are UK government departments respectively leading on energy security & net zero and science, innovation & technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.

DESNZ & DSIT will:

- Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;
- Mitigate the impacts of business travel through relevant policies and procedures;
- Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;
- Proactively use innovation and technology to ensure efficient use of water;
- Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;
- Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;
- Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation;
- Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;
- Manage fuels and hazardous substances appropriately to minimise environmental risks;
- Regularly review performance of environmental objectives and targets;
- Regularly report on progress to the senior responsible officer;
- Communicate this policy to our staff, to everyone working for or on behalf of DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.
- DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO 14001:2015 Environmental Management System and in conjunction with the ISO 50001:2018 Energy Management System.