

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

Order Form

CALL-OFF REFERENCE: **ITT 819/ prj_1393**

THE BUYER: **Department of Energy Security and Net Zero (DESNZ)**

BUYER ADDRESS **DESNZ Commercial, 1 Victoria Street, London, SW1H 0ET**

THE SUPPLIER: **Deloitte LLP**

SUPPLIER ADDRESS: **1 New Street Square, London, EC41 3HQ**

REGISTRATION NUMBER: **OC 303675**

DUNS NUMBER: **364807771**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd May 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of **Financial Advisor for GBN** (via RM6187 Management Consultancy Framework 3 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 cannot 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)

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- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
7. Call-Off Schedule 16 (Benchmarking)
8. Call-Off Schedule 9 (Security)

Schedules 5 (Pricing) and 20 (Call-Off specification) are not used as the pricing and specification are contained with this schedule (Schedule 6).
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:

1.1 Special Term 1

The contract is a call-off contract and as such BEIS cannot guarantee volumes of work. The maximum contract value is £9m excluding VAT (the "Total Contract Value"). For the avoidance of doubt, the Buyer is not committed to pay the Total Contract Value.

[REDACTED]

[REDACTED]

[REDACTED]

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Call-off start date: 30th May 2023

Call-off expiry date: 29th May 2027

Call-off optional extension period: Up to 1 year (12 months)
30th May 2027-29th May 2028

Call-off deliverables:

Work packages

Each deliverable will be clearly defined and agreed in the corresponding work package. Management final decision making, and ownership of project completion deliverables remain with the Buyer.

The exact form and frequency of updates and deliverables will be discussed in the initial stages of the contract and at the acceptance of each work package. In general terms GBN expects that interim deliverables will be tested with GBN and other relevant stakeholders prior to final reports. During the project, the Supplier will follow a methodology of sharing draft deliverables, providing oral advice and potentially spreadsheets or models to illustrate its advice, which will be on the understanding that the Authority will only rely on final Deliverables. On mobilisation, the Supplier will agree a process with the Authority for accepting final Deliverables to confirm they have met the requirements. Once the Authority has accepted a final Deliverable, the Supplier will not update/monitor its continuing suitability.

Requirements from the Supplier will include, but may not be limited to, the delivery of the following work packages:

- Advice to GBN in conducting market engagement with the SMR market.
- Review of written submissions from vendors in response to market engagement questions, including providing summary options, insights and recommendations through advice notes.
- Providing written and verbal responses to clarification questions from vendors.
- Representation as GBN's finance capability at market engagement events and 1:1 vendor meetings.

- Support development of market engagement refinement criteria and provide recommendations regarding vendors that should be included in targeted 1:1 engagement.
- Finance elements of a Selection Questionnaire (SQ), Invitation to Tender (ITT), Evaluation Manual & Scoring Criteria
- Authoring finance requirements to be included in the TSP SQ and ITT, including development of financial evaluation models and determine costs that are in/out of scope.
- Lead the development of proposed vendor down-selection milestones and the associated approach to assessment.
- Authoring finance sections of the evaluation manual, including scoring criteria and model answers in relation to the TSP ITT and SQ.
- Providing written and verbal responses to clarification questions from vendors.
- Finance evaluation of vendor submissions
- Engagement with vendors in seeking clarifications to vendor submissions.
- Scrutiny of vendor supplied financial information including:
- Due diligence of vendor business plans.
- Review of vendor financial strategy and modelling to determine feasibility of proposed projects and cost accuracy of finance information provided by vendors, including forecast costs and identify potential issues within vendor submissions.
- Due diligence of funding and/or financing plans, including but not limited to the assessment of potential sources of funding and financing, investors, levels of commitment and conditions under which sources would be available, and credit ratings.
- Assessment of vendor assumptions regarding accounting and tax.
- Evaluation of vendor submissions including vendor financial models in response to the TSP SQ and ITT, including providing summary opinions, insights, scorings and recommendations through advice notes.
- Assessment of vendor current state and ability to commercialise technology.
- Inform and input into negotiation strategies, including how best to reduce and manage costs and ensure value for money.
- Advice to decision-making bodies on the recommended outcomes of the TSP.

Financial Modelling and Financing Advice

Financial modelling including but not limited to:

- Creation of a model to assess financing and value for money outputs.
- Development of should-cost modelling to determine through-life costs and support assessment of value for money. The model must be built with flexibility of input, with the Advisor to discuss and agree with GBN how outputs are to be calculated.
- Support GBN and HMG to define the right methodology to compare value for

money results (VfM).

- Lead the development of a financial support package which meets the requirements of vendors.
- Provide material support in discussions in relation to potential funding arrangements in support of Final Investment Decision (FID) and early works regarding the funding financing models to be deployed.
- Provide advice on potential commercial structures to deliver risk allocation required to attract investment in line with HMG objectives.
- Advise on treatment of expenditure, including but not limited to advising on sunk costs and contingent liabilities.
- Assessment of value for money and provision of recommendations to decision-making bodies.

In addition to delivering the above requirements, the Supplier will be required to:

- Provide subject matter experts (SMEs) to support GBN, and where required act on its behalf, in negotiations and assurance of GBN project arrangements.
- Provide advice and knowledge share with regards to economic, financial and investment areas as required, providing feedback to key stakeholders
- Input to GBN's integrated programme and schedule development, cost, risk, and benefits analysis, in conjunction with the GBN Programme Management Office (PMO) team.
- Contribute to policy development and evaluation.
- Support on government approvals and assurance processes, including supporting development of GBN business cases which may include authorship of sections as applicable.
- Support with regulatory and statutory requirements, including completion of impact policy assessments, providing advice and reporting as applicable.
- Proactively provide regular and comprehensive activity and performance reporting including forecasts and other metrics to enable demonstration of value for money.
- Prepare topical briefings and advice notes on discrete subject as required.
- Participation at HMG meetings where requested, including presentation to cross-government departmental officials.

Mobilisation

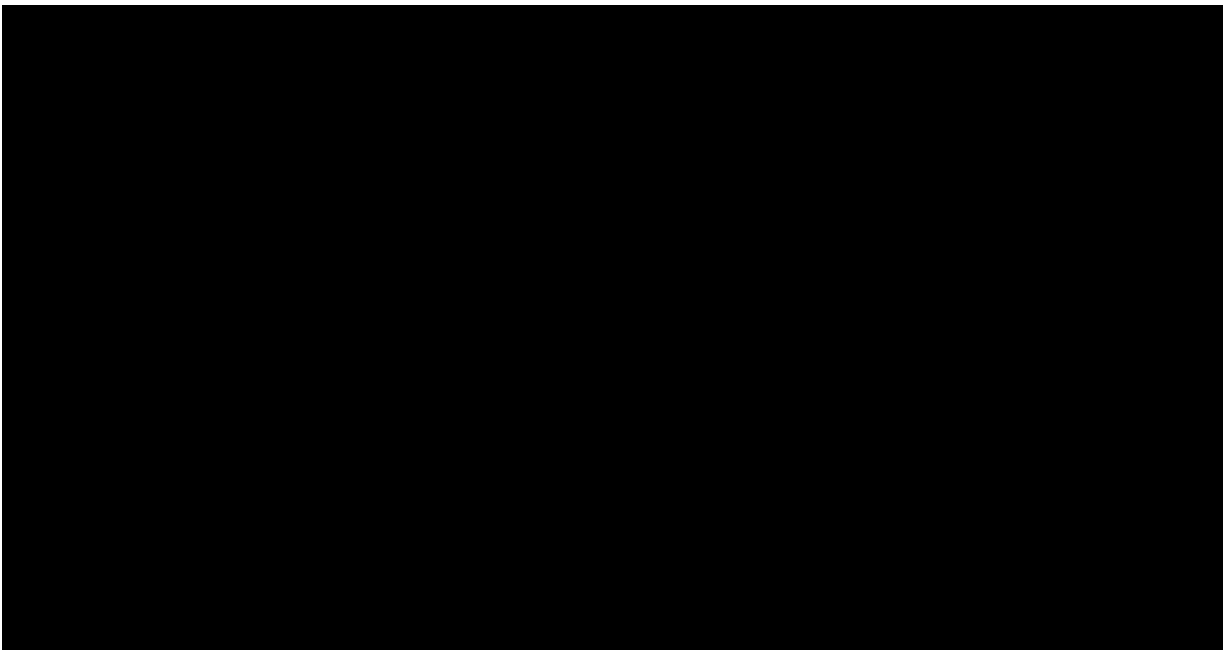
The initial deliverables relating to the SMR competition will be agreed during mobilisation with the Buyer and may include deliverables such as the following:

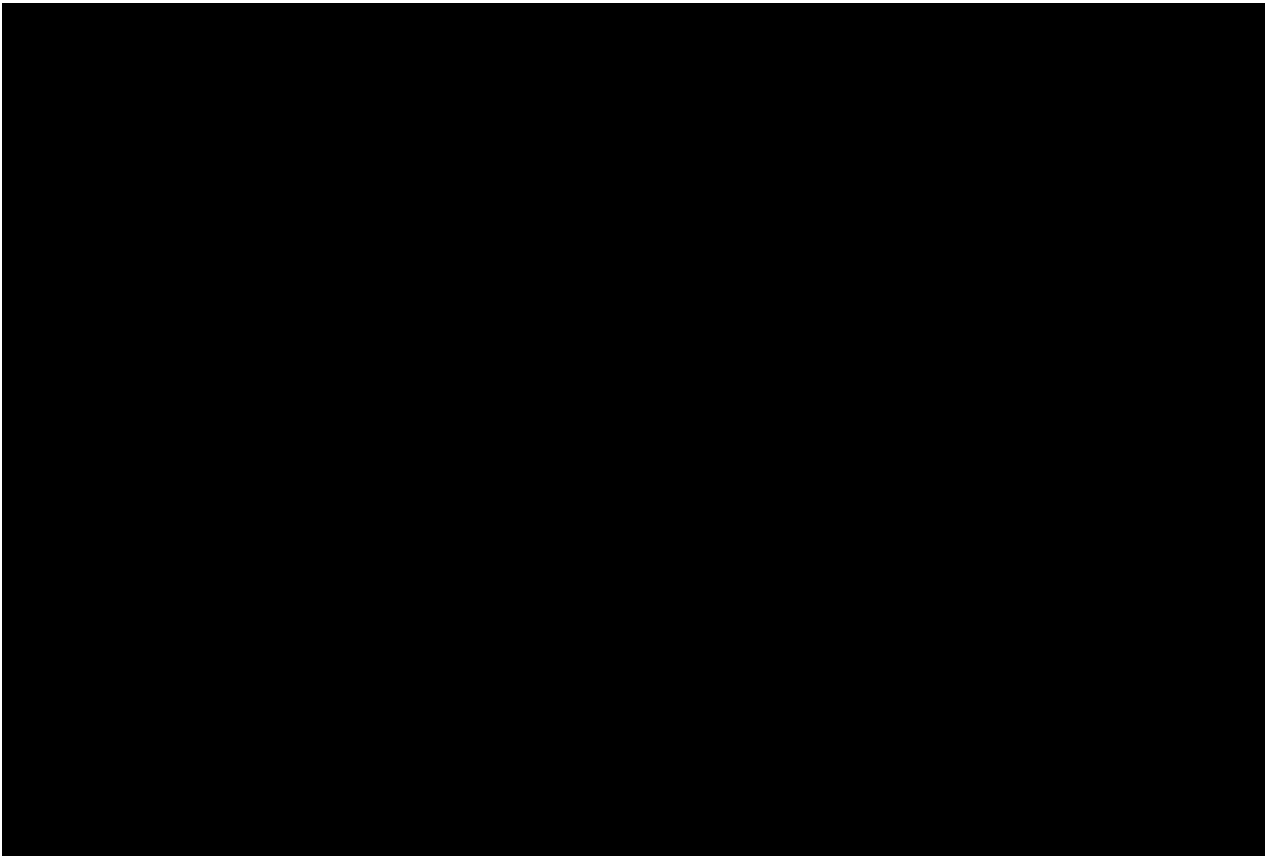
Phase	Approx. timeline	Key deliverables
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1	Between 0 - 2 weeks of contract award	<ul style="list-style-type: none"> Initial discussion of requirements, high level engagement plan and confirm initial priorities.
2	Between 0 – 3 months of contract award	<ul style="list-style-type: none"> Completion of market engagement written submission review. Input to evaluation criteria to short list vendors for 1:1 targeted engagement. First draft TSP SQ and ITT requirements and criteria definition.
3	Between 1 - 3 months of contract award	<ul style="list-style-type: none"> Completion of input to market engagement 1:1 targeted engagement with vendors. Delivery of finance sections of TSP ITT, including specification of technical requirements. Delivery of financial sections of TSP evaluation manual including models, criteria and where applicable model answers.
4	Within 4 - 12 months of contract award	<ul style="list-style-type: none"> Delivery of TSP financial evaluation, including delivery of written scoring and advice in support of TSP outcome recommendations. Provision of advice and support to negotiations with down-selected vendors





Security

Short form security requirements apply

Maximum liability

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]		[Redacted]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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Payment method

Monthly invoicing in arrears. The invoice must be sent to the Contract Manager for approval prior to submission for payment.

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Buyer’s invoice address

DESNZ

[Redacted]

[Redacted]

[Redacted]

Buyer’s authorised representative

[Redacted]

Supplier’s authorised representative

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Supplier’s contract manager

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Progress report frequency

Fortnightly

Progress meeting frequency

To be agreed

[Redacted]

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Guarantee

Not applicable

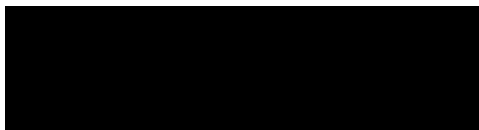
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

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:



For and on behalf of the Buyer:

