



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

## Order Form

CALL-OFF REFERENCE: Con\_6197

THE BUYER: Department for Energy Security and Net Zero

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

THE SUPPLIER: Capgemini UK Plc

SUPPLIER ADDRESS: No. 1 Forge End, Woking, GU21 6DB

REGISTRATION NUMBER: 00943935

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23<sup>rd</sup> April 2024. It is issued under the Framework Contract with the reference number RM6187 for the provision of **IDET Service Design and Assurance Professional Services**

**CALL-OFF LOT(S):** Lot 3 Complex and Transformation

### 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)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) – **Annex 2**

### 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 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification) - **Annex 1**

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.

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:

[REDACTED – COMMERCIALLY SENSITIVE]

Call-off start date: 29 April 2024

Call-off expiry date: 28 April 2026

Call-off initial period: Two years

Call-off **optional** extension period: **One year from 29 April 2026 to 28 April 2027**  
**+One Year from 29 April 2027 to 28 April 2028**

### **Call-off services and deliverables:**

See details in **Annex 1** (Call-off Schedule 20 (Call-off Specification))

For each separate project called-off under this contract, the Parties shall agree, execute and add (by means of an Addendum) Annexes to Call-Off Schedule 20 (Order Schedule) detailing the scope, specification, deliverables, acceptance criteria, milestones, governance and charges specific to that project.

### **Security**

Short term Security requirements apply

### **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 are:

**£750,000**

### **Call-off charges**

The agreed rates for the work package resources are as follows:

[REDACTED – COMMERCIAL SENSITIVE]

The **overall contract value** for the initial two-year contract period is up to **£1,500,000** (excluding VAT).

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.

The Authority will advise the Supplier in advance of any laws specific to the Authority or its sector that are relevant to the Services including reasonable detail of what is required of the Supplier in order to comply.

### **Reimbursable expenses**

Not applicable.

### **Payment method**

The payment method for this Call-Off Contract is via BACs upon receipt of an approved invoice.

The Supplier will issue electronic invoices **monthly** in arrears. All invoices must include a valid purchase order number. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Invoices to be submitted electronically to [REDACTED – PERSONAL INFORMATION]

### **Buyer's invoice address**

[REDACTED – PERSONAL INFORMATION]

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract.



### **Buyer's authorised representative**

[REDACTED – PERSONAL INFORMATION]

### **Buyer's security policy**

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

### **Supplier's authorised representative**

[REDACTED – PERSONAL INFORMATION]

### **Supplier's contract manager**

[REDACTED – PERSONAL INFORMATION]

### **Progress reporting and meeting frequency**

There will be regular reviews with the service provider for the duration of the contract. The purpose of these reviews is to ensure that key deliverables are being met according to the plans and specifications. The frequency and timing of the reviews will be agreed with the customer at the start of the contract.

### **Key staff**

[REDACTED – PERSONAL INFORMATION]

### **Key subcontractor(s)**

Not applicable.

### **Commercially sensitive information**

[REDACTED – COMMERCIALLY SENSITIVE]

### **Service credits**

Not applicable.

### **Additional insurances**

Not applicable.



## **Guarantee**

Not applicable.

## **Buyer's environmental and social value policy**

**Available online** at: <https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement>

## **Social value commitment**

Should the Supplier fail to deliver any of its Social Value requirements as set out in question 6.1 of Attachment 2 of the bid pack, the Authority may require the Supplier to draft and provide to the Authority a remediation plan within [28] calendar days of the Supplier first being aware (or if earlier, the date on which the Supplier reasonably ought to have been aware) of the failure, which sets out the reasons for the failure, the steps the Supplier shall take and the associated timescales for the Supplier to meet its social value commitments to be agreed by the Authority, to restore performance to the expected levels. 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 available online at: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

## **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:** Capgemini UK Plc

**Signature:** [REDACTED – PERSONAL INFORMATION]

**Name:** [REDACTED – PERSONAL INFORMATION]

**Role:** [REDACTED – PERSONAL INFORMATION]

**Date:** 29/4/24



Department for  
Energy Security  
& Net Zero

**For and on behalf of the Buyer:** DESNZ

**Signature:** [REDACTED – PERSONAL INFORMATION]

**Name:** [REDACTED – PERSONAL INFORMATION]

**Role:** [REDACTED – PERSONAL INFORMATION]

**Date:** 30/04/2024