

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

Order Form

CALL-OFF REFERENCE:	Prj_2088
CALL-OFF TITLE:	IDET DDaT Professional Servies
CALL-OFF CONTRACT DESCRIPTION:	The provision of DDaT (Digital Data and Technology) resources and/or outcomes to DESNZ IDET (Industrial Decarbonisation and Emissions Trading) Directorate.
THE BUYER:	The Department for Energy Security and Net Zero
BUYER ADDRESS	3-8 Whitehall Place, London SW1A 2EG
THE SUPPLIER:	Astraeus Consulting Limited
SUPPLIER ADDRESS:	Adamson House, Centenary Way, Salford, Manchester M50 1RD
REGISTRATION NUMBER:	10483595

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables under the RM6263 framework and is dated 29 April 2024. The contract shall commence on the Call Off Start Date stipulated on page 5 below.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at (or shortly after) the time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 2: Digital Specialists.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - 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)
 - Joint Schedule 13 (Cyber Essentials)

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- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)*
 - Call-Off Schedule 3 (Staff Transfer)*
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Security)
 - Call-Off Schedule 10 (Exit Management)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. 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.

No other Supplier terms are 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 – COMMERCIALY SENSITIVE]

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CALL-OFF START DATE:	01 May 2024
CALL-OFF EXPIRY DATE:	30 April 2026
CALL-OFF INITIAL PERIOD:	2 years
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 month
CALL-OFF CONTRACT VALUE:	£4,250,000.00

CALL-OFF DELIVERABLES

Option A: See Appended Statement of Works titled "SOW001". Additional SOW's may be awarded under this call-off contract from time to time.

BUYER's STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,250,000 Estimated Charges in the first 12 Months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

The following charging methods may be utilised under this contract:

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.]

REIMBURSABLE EXPENSES

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

PAYMENT METHOD

Payment shall be via BACS bank transfer, upon satisfactory completion of the deliverables within the applicable Statement of Work.

BUYER'S INVOICE ADDRESS:

Invoicing instructions will be provided within the applicable purchase order(s) which will be issued after this contract has been executed.

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BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED – PERSONAL INFORMATION]

BUYER'S ENVIRONMENTAL POLICY

Appended below.



DESNZ Env. Policy
v1.5.pdf

BUYER'S SECURITY POLICY

Prior to their deployment, supplier resources shall be BPSS vetted. This shall be at the supplier's cost (if a cost is applicable).

Where asked to do so, the Supplier shall comply with applicable elements of the Buyer's security policy, which is currently detailed on the Buyer's intranet pages. Where applicable, the Buyer will provide the Supplier with the appropriate details.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED – PERSONAL INFORMATION]

SUPPLIER'S CONTRACT MANAGER

[REDACTED – PERSONAL INFORMATION]

KEY SUPPLIER STAFF

This information may be provided within individual Statements of Work, including a statement on whether roles are inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement.

KEY SUBCONTRACTOR(S)

Not applicable

CONTRACT MANAGEMENT

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The supplier shall allocate a named Account Manager.

The Supplier Account Manager (and other supplier personnel as necessary) shall attend contract review meetings. Attendance shall be at the Supplier's own expense.

Contract review meetings will be monthly and typically last no longer than 1-hour.

Supplier Account Manager shall be contactable during normal working hours for any ad-hoc queries.

The supplier will be required to provide a monthly report detailing the key deliverables for each project and progress made against them each period.

The supplier's monthly report shall detail 'burn' (spend) against any purchase order and/or statement of work.

COMMERCIALLY SENSITIVE INFORMATION

As detailed in Joint Schedule 4 (Commercially Sensitive Information)

MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

See Special Term 3 above (KPIs/SLAs). These shall be deemed to be Material KPIs.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

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).

STATEMENT(s) OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates. A template SOW can be downloaded from:

[REDACTED – COMMERCIALLY SENSITIVE]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED – PERSONAL INFORMATION]	Signature:	[REDACTED – PERSONAL INFORMATION]
Name:	[REDACTED – PERSONAL INFORMATION]	Name:	[REDACTED – PERSONAL INFORMATION]
Role:	[REDACTED – PERSONAL INFORMATION]	Role:	[REDACTED – PERSONAL INFORMATION]
Date:	29/04/2024	Date:	29/04/2024