

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

Order Form

CALL-OFF REFERENCE:	BE24088
THE BUYER:	Department for Energy Security & Net Zero (DESNZ)
BUYER ADDRESS:	3 – 8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	CEPA LLP
SUPPLIER ADDRESS:	Queens House, 55-56 Lincoln's Inn Fields, London, WC2A 3LJ
REGISTRATION NUMBER:	462030
DUNS NUMBER:	219240038

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14th May 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of BE24088 – Specialist Services on the Design of Cap and Floor Arrangement for Long Duration Electricity Storage (LDES).

CALL-OFF LOT(S):

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 7 (Financial Difficulties)
- 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 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
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:

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: Monday 20th May 2024

Call-off expiry date: Tuesday 19th May 2026

Call-off period: Two (2) Years

Call-off deliverables:

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

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.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £416,667.00.

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

All invoices should be sent to ap@uksbs.co.uk or Department for Energy Security and Net Zero (DESNZ), C/O UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF.

A copy of the invoice should also be sent to the Project Manager, TBC.

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative**Buyer's security policy**

[Security policy framework - GOV.UK \(www.gov.uk\)](#)

Supplier's authorised representative

Supplier's contract manager

[REDACTED]

Progress report frequency

Report frequency: to be agreed under each Work Package.

Progress meeting frequency

Meeting frequency: to be agreed under each Work Package.

Key staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key subcontractor(s)

ESP Consulting

Commercially sensitive information

Supplier's Commercially Sensitive Information

Service credits

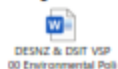
Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy**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.

**Signature Area**Organisation Name:
Department for Energy Security and Net ZeroRole/Title:

-----Name:

-----Signature: -----

21 May 2024 | 10:22:46 CEST

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Organisation Name:
CEPA LLPRole/Title:

-----Name:

-----Signature: -----

16 May 2024 | 11:37:45 CEST

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