

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

### Order Form

CALL-OFF REFERENCE:	<b>prj_4782 con_7465</b>
THE BUYER:	<b>Department for Energy Security and Net Zero</b>
BUYER ADDRESS	Department for Energy Security and Net Zero 3-8, Whitehall Place, London. SW1A 2AW
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London, England, SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	73-329-1509
SID4GOV ID:	<b>N/A</b>

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 03 March 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Services to deliver: Delivery model analysis of existing energy efficiency and clean heat schemes.

### CALL-OFF LOT:3

### 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)



RM6187-Joint-Schedule-1-Definitions-.doc

- Joint Schedule 2 (Variation Form)



RM6187-Joint-Schedule-2-Variation-Form

- Joint Schedule 3 (Insurance Requirements)



RM6187-Joint-Schedule-3-Insurance-Req

- Joint Schedule 4 (Commercially Sensitive Information)



RM6187-Joint-Schedule-4-Commercially-S

- Joint Schedule 6 (Key Subcontractors)



RM6187-Joint-Schedule-6-Key-Subcontra

- Joint Schedule 7 (Financial Difficulties) - NOT USED
- Joint Schedule 8 (Guarantee) - NOT USED
- Joint Schedule 9 (Minimum Standards of Reliability) - NOT USED
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) - Mandatory



Joint Schedule  
11.docx

### Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – NOT USED
- Call-Off Schedule 3 (Continuous Improvement) – NOT USED
- Call-Off Schedule 5 (Pricing Details) – **Attached below**
- Call-Off Schedule 6 (ICT Services) – NOT USED
- Call-Off Schedule 7 (Key Supplier Staff)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)  
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RM6187-Call-Off-Schedule-7-Key-Suppli

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) -  
– NOT USED
- Call-Off Schedule 9 (Security)



RM6187-Call-Off-Schedule-9-Security-.d

- Call-Off Schedule 10 (Exit Management) included for reference but provided that the Supplier shall provide the Exit Assistance as specifically agreed in this Call Off Contract.
- Call-Off Schedule 12 (Clustering) – NOT USED
- Call-Off Schedule 13 (Implementation Plan and Testing) – NOT USED
- Call-Off Schedule 14 (Service Levels)



RM6187-Call-Off-Schedule-14-Service-L

- Call-Off Schedule 15 (Call-Off Contract Management) – NOT USED
- Call-Off Schedule 16 (Benchmarking) – NOT USED
- Call-Off Schedule 17 (MOD Terms) – NOT USED
- Call-Off Schedule 18 (Background Checks) – NOT USED
- Call-Off Schedule 19 (Scottish Law) – NOT USED
- Call-Off Schedule 20 (Call-Off Specification) – **Attached below**
- Call-Off Schedule 21 (Northern Ireland Law) – NOT USED
- Call-Off Schedule 23 (HMRC Terms) – NOT USED

#### 4. CCS Core Terms



RM6187-Core-Terms  
-.docx

#### 5. Joint Schedule 5 (Corporate Social Responsibility)



RM6187-Joint-Schedule-5-Corporate-Soc

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. **Attached below**

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*

- *Special Term 2 - In the Call Off Contract, “wilful misconduct” means conduct by a party who knows that it is committing, and intends to commit a contractual breach of the Call Off Contract and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party.*
- *Where a material Default can be remedied then the Buyer shall not terminate the Call Off Contract before giving the Supplier written notice to remedy and the Supplier having failed to remedy within 15 Working Days of such notice.*
- *Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer’s own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon (i) Client’s own provided materials and data or (ii) data from public sources. Supplier shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services.*

**Call-off start date:** 03 March 2025

**Call-off expiry date:** 25 April 2025

**Call-off initial period:** Until 25 April 2025

**CALL-OFF OPTIONAL EXTENSION PERIOD :** The contract will be for an initial period from Contract Commencement until 25 April 2025 with an option to extend by an additional four weeks, if as a result of unforeseen delays to deliverables or an additional complimentary element in line with the objectives of the project is identified as being beneficial to inform the final deliverable, and at all times agreed by the Authority which must be no more than 50% of the total cost or duration of the original contract and mutually agreed in writing as a Variation to this Call-Off Contract.

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification) – Attached below

### **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.

Charges of the Contract are: £159,450 (excl VAT)

### **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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4. Only applicable if authorised by the Authority prior to the Supplier incurring such expenses.

### **Payment method**

Payment will be fixed price and paid upon acceptance and receipt by the Authority of the final deliverable. Acceptance shall be deemed to have occurred when the final Deliverables have been provided by the Supplier in accordance with the Buyer's Specification in this Call-Off Contract and confirmed in writing or email by the Buyer.

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

DESNZ c/o UKSBS, Queensway House, West Precinct,  
Billingham, TS23 2NF  
Email: ap@uksbs.co.uk

### **FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer's authorised representative**  
REDACTED

**Supplier's authorised representative**

Name: REDACTED  
Role: Partner  
Email: REDACTED@baringa.com  
Address: 62 Buckingham Gate, London, England, SW1E 6AJ

**Supplier's contract manager**

Name: REDACTED  
Role: Partner  
Email: REDACTED@baringa.com  
Address: 62 Buckingham Gate, London, England, SW1E 6AJ

**Progress report frequency**

Weekly

**Progress meeting frequency**

Weekly

**Key staff**

Name: REDACTED  
Role: Partner  
Email: REDACTED@baringa.com  
Address: 62 Buckingham Gate, London, England, SW1E 6AJ

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

None

**Service credits**

Not applicable

**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)

### **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.

This will be signed digitally using the Authority's e-sourcing portal and signatures will appear attached to this document upon execution.

## **Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

## Attachment 3 – Specification of Requirements

Reference: prj\_4782

**Title: Delivery model analysis of existing energy efficiency and clean heat landscape**

### Requirements

#### Context:

Alongside development of the Warm Homes Plan<sup>1</sup>, DESNZ is considering the associated delivery landscape, to ensure it is fit for purpose to deliver existing HMG commitments and our net zero obligations. The future delivery landscape also needs to take into account the proposals laid out in the recently published English Devolution White paper<sup>2</sup>, outlining an ambitious trajectory to devolved powers across England.

DESNZ, Ofgem and Salix are the principal organisations that are currently delivering and administering a suite of schemes to provide the UK with warmer, greener buildings which are cheaper to run. To design future delivery models, a clear, documented analysis is needed on the current state of the delivery landscape. This includes, but is not limited to, operational, commercial and financial processes, systems and tools, workforce characteristics, and governance within these organisations. An assessment of pain points across these components, and the customer/end user journey will be required. Data gathering will go beyond the delivery of schemes into wider enabling functions whose purpose is to reduce financial barriers, increase public support, transform the supply chain and build consumer trust.

This analysis will help to inform:

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<sup>1</sup> <https://www.gov.uk/government/news/help-to-save-households-money-and-deliver-cleaner-heat-to-homes>

<sup>2</sup> <https://www.gov.uk/government/publications/english-devolution-white-paper-power-and-partnership-foundations-for-growth/english-devolution-white-paper>



- An agreed coherent statement of the problem that needs to be addressed with regards to the delivery of schemes, future advisory and assurance functions and wider organisational elements
- A detailed plan of what activity is needed, either as part of a transition of work to a variety of delivery models including a dedicated body or as part of a transformation project
- What could be the different future operating model design options, taking into account opportunities for improvements in efficiency and effectiveness plus synergies

#### **1. Objective of work – what question(s) to answer**

- The Supplier will be required to conduct data gathering and analysis work, and produce a report that will help to answer the following questions:
  - What are the specific roles, organisational structures and hierarchies, governance arrangements and current ways of working across DESNZ, Ofgem and Salix?
  - What is the FTE of the workforce directly involved in the delivery of the schemes/ enabling functions/ organisational operations/ corporate services? What is the grade mix and composition of the workforce? What is the total cost of employment by category?
  - How is the workforce involved in the delivery and support of the schemes distributed geographically?
  - What are the key processes and journeys for the customer, what systems and tools are used in the delivery of wider functions?
  - What works well today in relation to the delivery and administration of the schemes/ organisations, and where and what are the pain points that need to be addressed going forward?
  - What are the areas of organisational structure and delivery which present opportunities for scalability, synergies, and increased impact?
  - What are the different delivery models and their associated costs?
  - How can a new delivery model meet the opportunities/ challenges that the transition to devolution as outlined in the white paper presents?
  - How could a new delivery model increase public support for clean heat/energy efficiency measures?
  - Are there any functions of a new delivery model that could help accelerate deployment of clean heat/energy efficiency measures by building the market or increasing individual action that Government, Salix and Ofgem do not currently deliver?

## 2. Methodology of approach

Foundational work has already been completed to establish a rich data set and analysis of all delivery schemes. This includes data on the key processes, assessment criteria, administrators, measures, customers, pain points and market engagement. This data and analysis will be provided to the successful supplier.

We would like suppliers to consider:

- How to collect data in a usable format, minimising burden on individual teams and utilising existing information where possible.
- Methods to validate data conclusions and complete any gaps, and dive into areas of insight.
- How to ensure that relevant stakeholders across DESNZ/Ofgem and Salix are engaged in the delivery of the work and can review content before it's finalised.
- How to present the data in an easily digestible format, suitable for distribution and presentations.
- How to represent data that is gathered in a manner that allows disaggregation and categorisation across various aggregators including, but not limited to, organisations, schemes, and purposes.
- Understanding, assessing and costing policy options using data gathered

The production of a current state analysis report to a standard that can facilitate informed decision making

## 3. Assumptions that are being made:

- The Authority's policy and delivery leads will help to validate data and complete information as required
- Ofgem and Salix will be available to support the data gathering and analysis
- Existing documentation can be used as a baseline for the information that is gathered
- There will be limitations on certain data, however, the leadership team will be available to provide guidance on the approach where this is the case
- The current state analysis will not:
  - Repeat any previous analysis work completed for the delivery schemes
  - Inform individual scheme policy design or assess performance
  - Identify solutions, or attempt to design the future state of specific schemes

#### **4. Data/ information which will be used to inform the work:**

- Latest policy positions and/or assumptions on advisory/ enabling elements
  - Org charts and current operating models
  - Customer data, including information from relevant organisations enquiries and engagement teams. This will provide limited data on why customers make contact and customer experience.
  - Contracts in place for schemes and organisations (subject to redaction of any commercially sensitive information)
  - Cost data: end to end (as much as possible)
  - Pain points that affect delivery of the schemes
  - Pain points from data gathering / interviewing market participants (voice of the market)

#### **5. Deliverables:**

- The Supplier shall provide a current state analysis report that covers:
  - Summary of the data that has been gathered with visual representations where possible and qualitative descriptions to provide an overview of how things work today
  - Current state analysis highlighting insights and opportunities for consideration that can help inform the future state design
  - Activity analysis of current scheme operations and wider support activities across the three organisations, including value chains and pain points
  - Recommendations on options for advisory elements of a new delivery model, which can be tailored to optimise for various categories including but not limited to: market transformation, increase in public awareness, building consumer trust.
  - Recommendations on how schemes, functions and activities could be transitioned into a new delivery model/organisation, including options for phasing the transition.
- A spreadsheet with the data that has been gathered through the templates
- A report summarising 'voice of the customer / market'
- A handover pack that explains the approach and recommendations on how the data can be used
- Very brief Exit Management and Security Management Plans, no more than 1 side of A4 each to be developed and provided as per the relevant Call off Schedules.

The Supplier will name Key Staff who the Authority expects will deliver the services throughout the duration of the contract and will not change.

## 6. Contract Duration

- Start date: February 2025
- End date: April 2025

### Key Milestones

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

- i. Draft Report, spreadsheet and handover pack to be provided to the Authority in week 6 of the contract.
- ii. Final Report, Spreadsheet and Hand Over Pack to be provided to the Authority: in week 8 of the contract.

## 7. Payment

The Authority has created a 'genuine pre-estimate' of costs for this service. The budget is up to £250,000 exclusive of VAT, but inclusive of non-UK taxes. Payment will be fixed price with one payment to be made upon delivery and acceptance of the final deliverable from the Authority.

The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract. We expect that this will be replicated in any sub-contractor arrangements and the Authority may request evidence that this is the case.

The Authority reserves the right to amend the Contract to increase the scope of activities required of the Contractor, so long as the maximum Contract value permits this and any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Contractor. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

## 8. Delivery Location

The Supplier's personnel shall be required to perform the Services from the Authority's premises in 3-5 Whitehall Place and may be required to attend meetings at other locations in Central London.

We would expect the Supplier's Key Staff to make themselves available to be able to work from 3-8 Whitehall Place at some points during the contract duration. However, there are logistical requirements (for example securing building passes) which may make this unachievable at the time and so this may be limited to attending meetings

at this location only. These working arrangements will be discussed with the successful supplier upon award

#### **9. How will we manage the contract / relationship:**

- The Supplier will join governance meetings as appropriate and as agreed with the DESNZ SLT
- The Supplier will produce a weekly status update on progress made and any risks and issues
- The Supplier will work collaboratively and closely with the Authority to make timely adjustments and update reports as necessary.
- The Supplier will hold teach in sessions to make sure they provide a considered and helpful handover prior to contract exit

#### **10. Authority Obligations:**

The Authority will provide:

- Access to relevant data that needs to be analysed and to appropriate SharePoint channels
- Access to policy and delivery teams
- Access to the SLT to work collaboratively

#### **11. Escalation routes and feedback loops to improve final deliverables**

- The Supplier shall embed feedback loops into the delivery plan and hold 1:1s with relevant teams as required. Performance Management requirements, as detailed in the relevant Call Off Schedule will be considered during these meetings.
- The Supplier will be required to attend relevant senior leadership team meetings to flag any issues and concerns for prompt resolution.
- The Authority's designated contract manager shall be the first line of contact for raising any issues or concerns.
- Where draft deliverables do not meet the quality expectations of the Authority, the Authority will work with the Supplier to develop a remediation plan.

#### **12. Call-off incorporated terms**

The following documents will be incorporated alongside the core terms (version 3.0.10 v5) and all mandatory schedules into the Call-Off Contract awarded as a result of this ITT.



#### 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) - NOT USED
- Joint Schedule 8 (Guarantee) - NOT USED
- Joint Schedule 9 (Minimum Standards of Reliability) - NOT USED
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – NOT USED
- Call-Off Schedule 3 (Continuous Improvement) – NOT USED
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services) – NOT USED
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - NOT USED
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering) – NOT USED
- Call-Off Schedule 13 (Implementation Plan and Testing) – NOT USED
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management) – NOT USED
- Call-Off Schedule 16 (Benchmarking) – NOT USED
- Call-Off Schedule 17 (MOD Terms) – NOT USED
- Call-Off Schedule 18 (Background Checks) – NOT USED
- Call-Off Schedule 19 (Scottish Law) – NOT USED
- Call-Off Schedule 20 (Call-Off Specification)

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- Call-Off Schedule 21 (Northern Ireland Law) – NOT USED
- Call-Off Schedule 23 (HMRC Terms) – NOT USED

No other Supplier terms will be part of the Call-Off Contract awarded as a result of this ITT.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)  
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## **Call-Off Schedule 4 (Call Off Tender) and Supplier's Proposal**



prj\_4782  
Attachment-2-How-to

### **Tender Clarification Questions and Answers**



prj\_4782  
Clarification-Question

## **Supplier's Proposal**

**REDACTED**



## Supplier's Project Plan



Baringa Partners -  
Project Plan.xlsx

## Post Tender Negotiations

as per Supplier's email of 21/02/25 and 24/02/25 embedded below

**REDACTED**

## Call-Off Schedule 5 (Pricing Details)

Attachment 4 - RM6187 Pricing Schedule					
Procurement name:	Delivery model analysis of existing energy efficiency and clean heat landscape				
Procurement reference:	Prj_4782				
RM6187 Lot number	Lot 3				
Supplier to insert name	Baringa Partners				
If your project is split into numerous activities which you would like priced separately please include below	Price £				
(Please add additional rows if required)					
Total fixed price including all expenses and any non UK taxes but excluding VAT	159,450				
Price including VAT					
Price including VAT left blank as requirements state all pricing shall be exclusive of VAT					

**REDACTED**