

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

Order Form

CALL-OFF REFERENCE:	DDaT24052
CALL-OFF TITLE:	DDaT- BID3 Model Integration tool
CALL-OFF CONTRACT DESCRIPTION:	Software development to integrate BID3 with two other DESNZ models: the Energy Demand Model (EDM) and Average Prices and Bills Model (APBM), which will support the capability to carry out “what if” style modelling.
THE BUYER:	Department for Energy Security and Net Zero
BUYER ADDRESS	3-8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	TPXimpact
SUPPLIER ADDRESS:	The Hickman, Second Floor, 2 Whitechapel Road, London, United Kingdom, E1 1EW
REGISTRATION NUMBER:	06472420

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18th April 2024.

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

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It is 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 the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when the 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 Specialist**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)

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

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) NOT APPLICABLE
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement) NOT USED
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy) NOT APPLICABLE
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff) NOT USED
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) NOT USED
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management) NOT USED
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)

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. NOT APPLICABLE

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

None

CALL-OFF START DATE: 19th April 2024**CALL-OFF EXPIRY DATE:** 25th July 2024**CALL-OFF INITIAL PERIOD:** 3 Months (12 weeks)**CALL-OFF OPTIONAL**

EXTENSION PERIOD: Call-Off contract can be extended for up to 3 weeks, which is 25% of the original term on time only basis.

MINIMUM NOTICE PERIOD

Framework Ref: RM6263
 Project Version: v1.0
 Model Version: v3.7

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

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FOR EXTENSION(S): 2 weeks before expiry of the initial term

CALL-OFF CONTRACT VALUE: **Up to maximum of £45,600 excluding VAT for the following 3 months**

KEY SUB-CONTRACT PRICE: Not Applicable

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) and Supplier proposal, as detailed in the Appendix 1- Statement of Works.

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 FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

As per Specification and Supplier proposal

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.

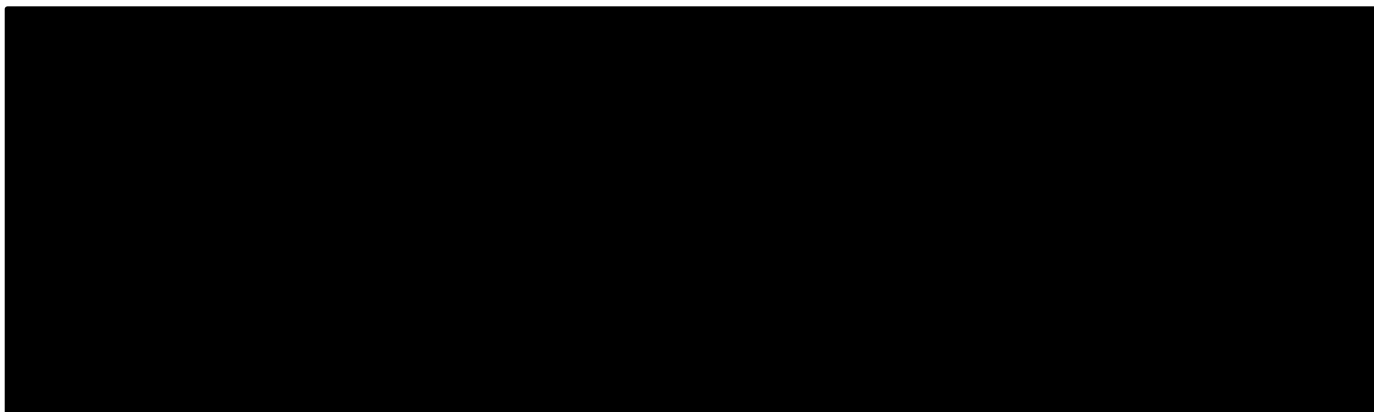
MAXIMUM LIABILITY

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.

The Estimated Charges used to calculate liability in the first Contract Year is **£45,600 ex VAT**, which is the Estimated Charges for the duration of the contract.

CALL-OFF CHARGES

- **Time and Materials** as detailed below:



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

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

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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

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

None

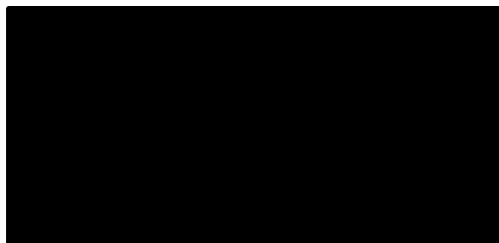
PAYMENT METHOD

BACS (30 days in arrears upon receipt of a valid monthly invoice). Final payment made upon confirmation that the equipment provided by DESNZ to the Supplier, has been returned.

All Invoices should be sent to [REDACTED]

BUYER'S INVOICE ADDRESS:

Department for Energy Security and Net zero
c/o UK SBS
Polaris House
North Star Avenue
Swindon , SN2 1FF

BUYER'S AUTHORISED REPRESENTATIVE**BUYER'S ENVIRONMENTAL POLICY**

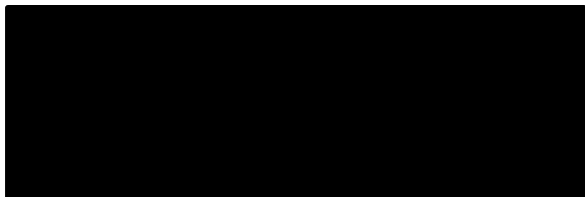
DESNZ & DSIT
Environmental Polic

BUYER'S SECURITY POLICY

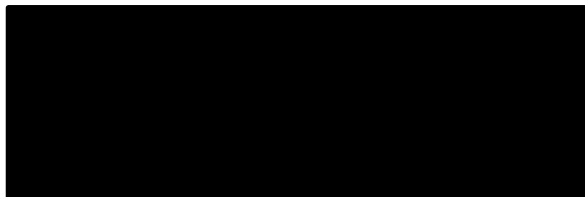
[Government security - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/security)

Framework Schedule 6 (Order Form and Call-Off Schedules)
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SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

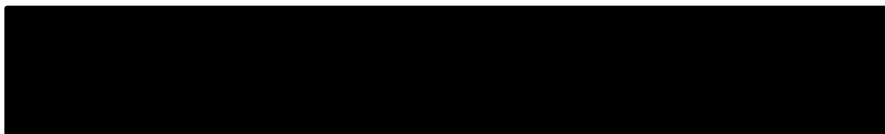
Weekly report

PROGRESS MEETING FREQUENCY

Daily

KEY STAFF

Buyer:



Supplier :



- Worker engagement Status : Outside IR35

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION



BALANCED SCORECARD

Not Applicable

MATERIAL KPIs

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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

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Not Applicable

SOCIAL VALUE COMMITMENT

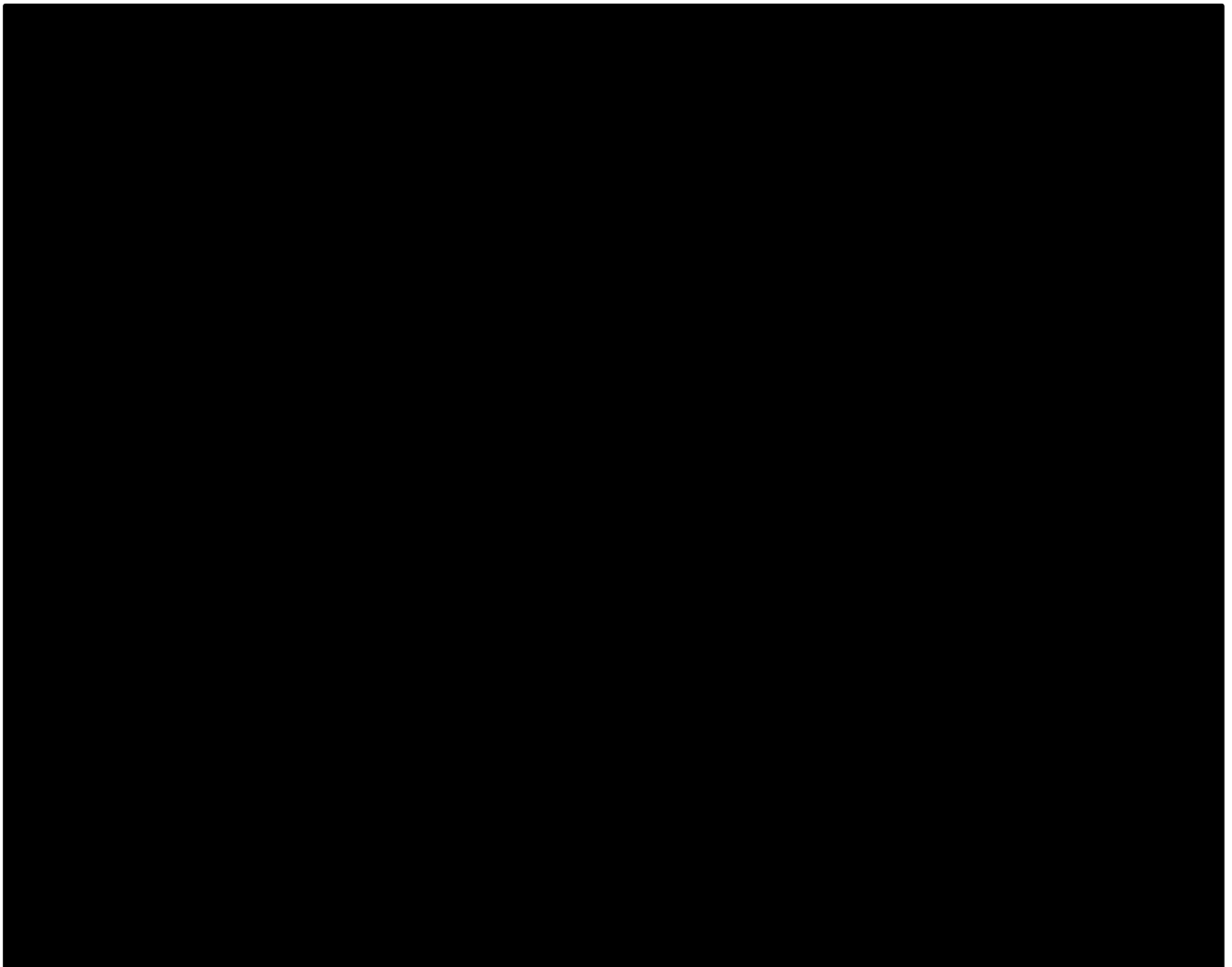
Not applicable / Not proportionate to the requirement.

STATEMENT OF WORKS

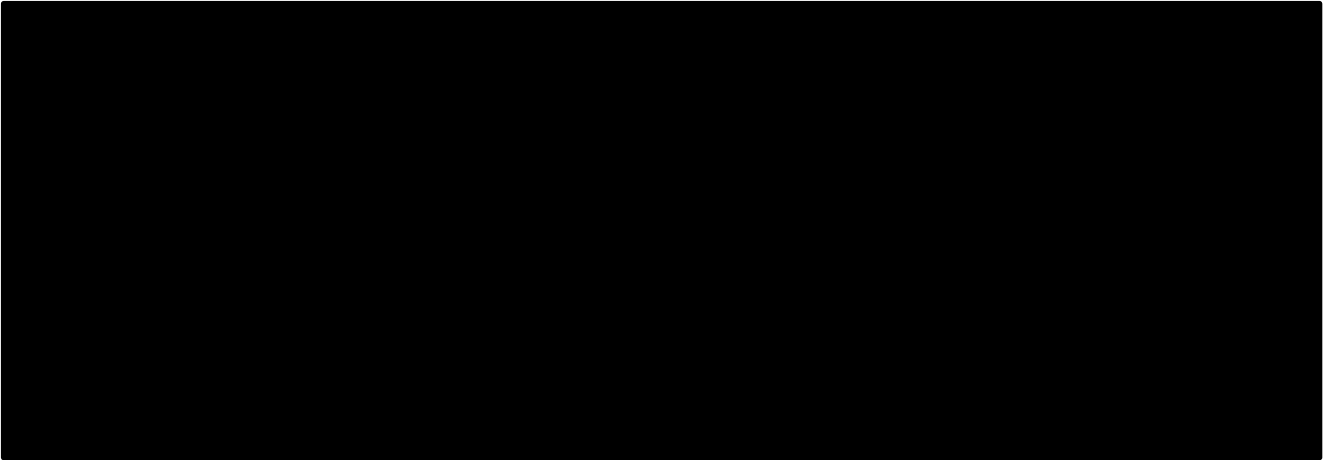
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Appendix 1

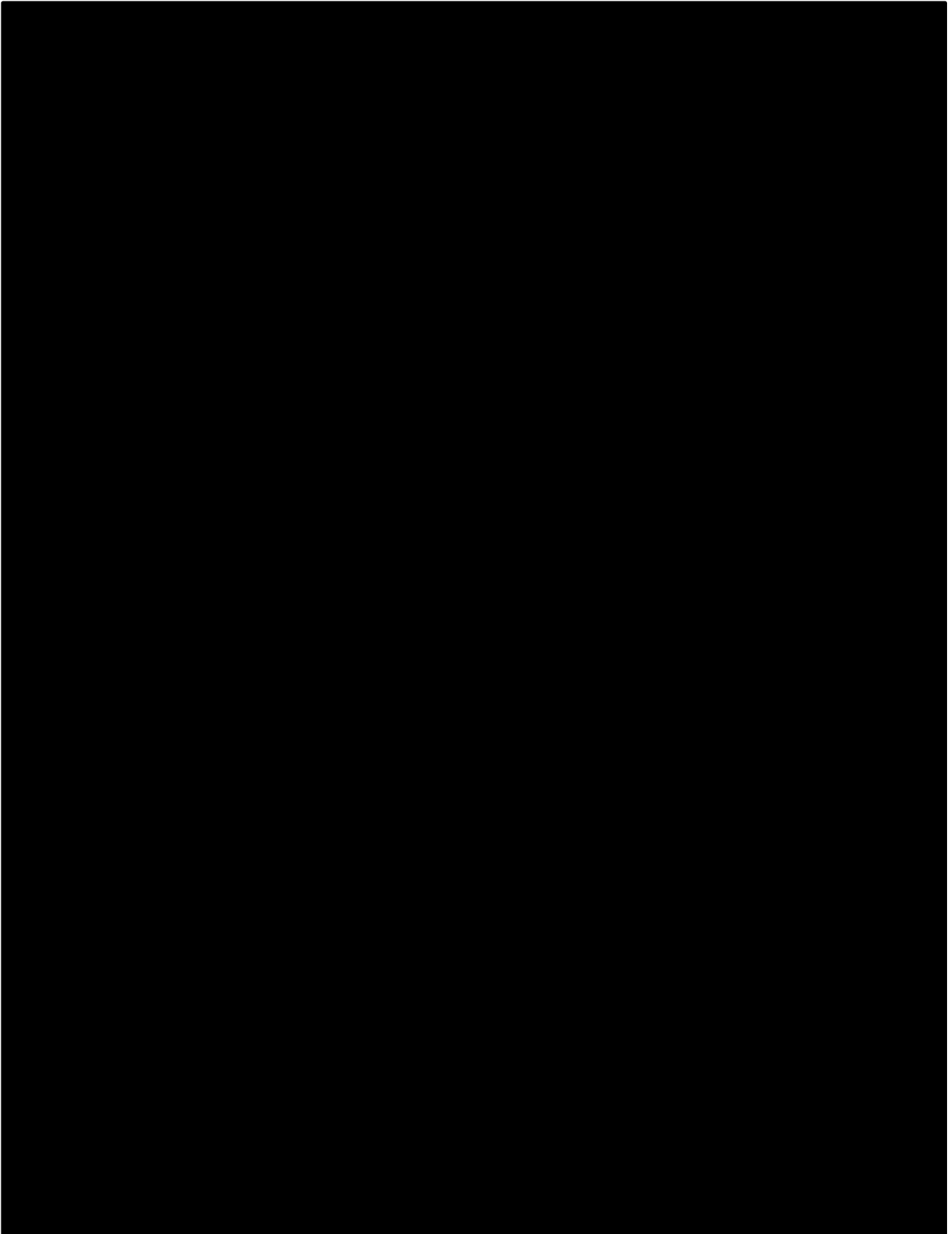
Annex 1 (Template Statement of Work)



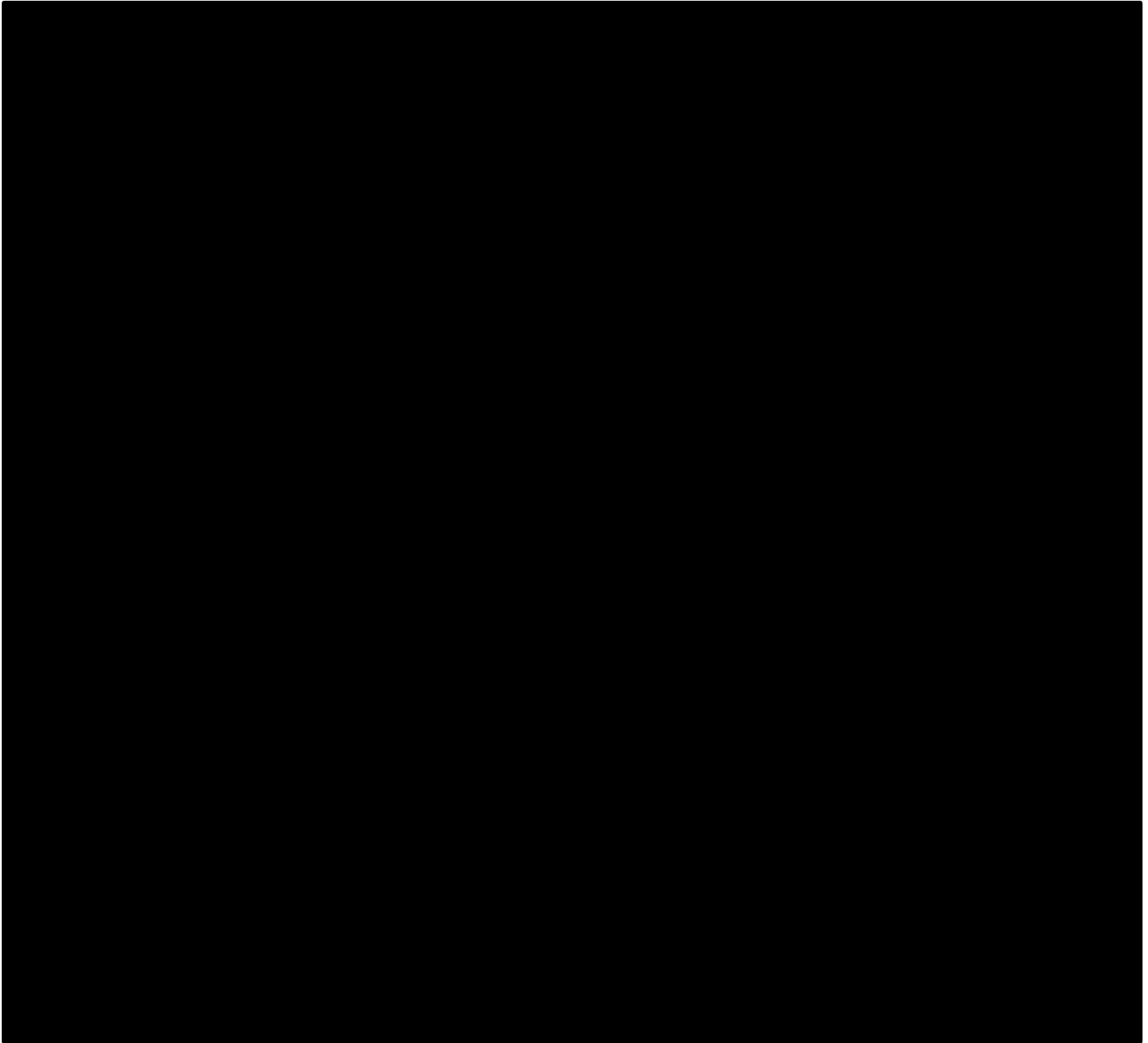
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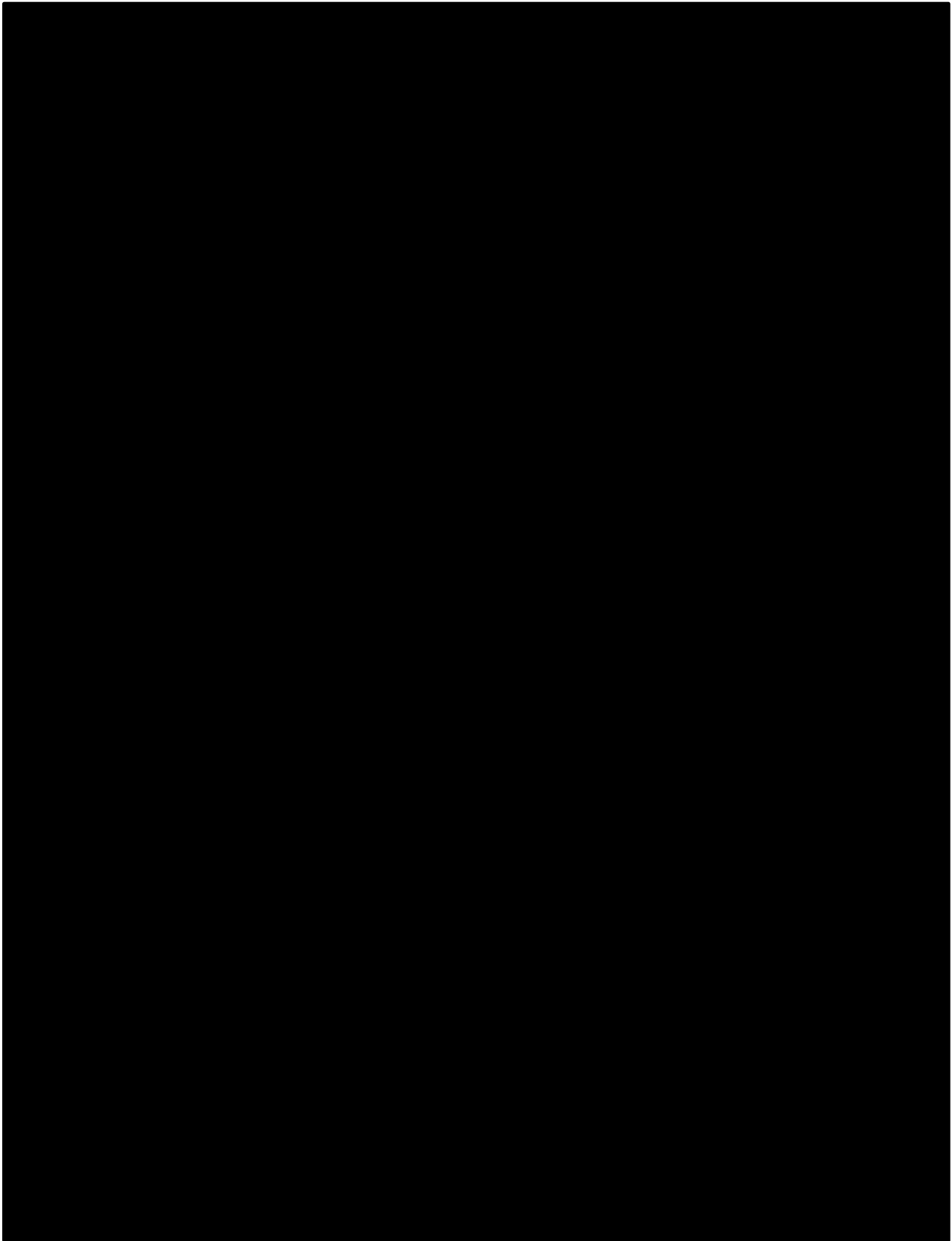
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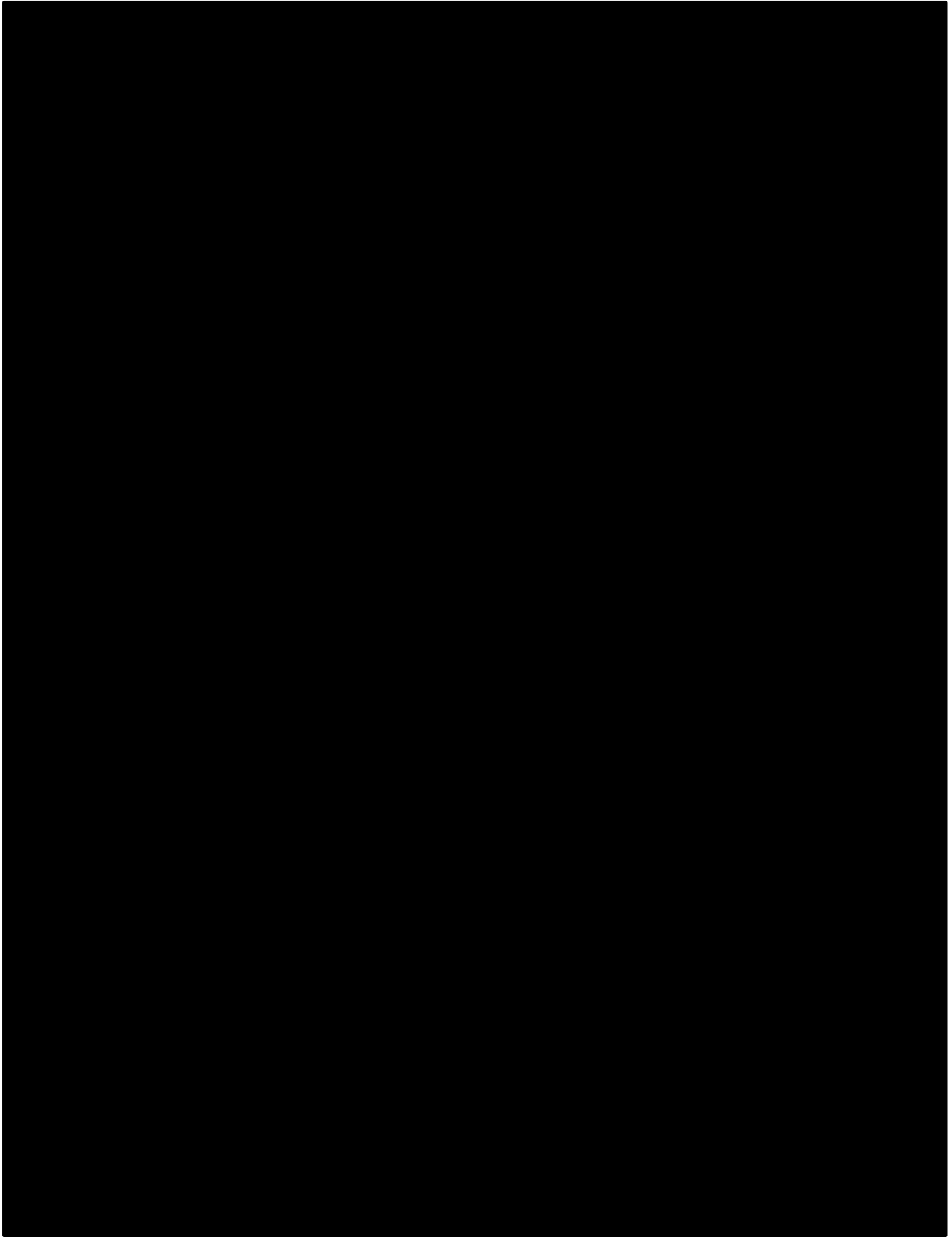
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ANNEX 1

Data Processing – Not Applicable

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Signature Area

Organisation Name:
Department for Energy Security and Net Zero

Role/Title:

[Redacted]

Name:

[Redacted]

Signature:

[Redacted]

18 April 2024 | 13:50:25
CEST

(dd.mm.yyyy | hh:mm:ss)

Organisation Name:
TPXIMPACT LIMITED

Role/Title:

[Redacted]

Name:

[Redacted]

Signature:

[Redacted]

CEST 05

(dd.mm.yyyy | hh:mm:ss)