

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

Order Form

CALL-OFF REFERENCE:	PS24223 - CCA Future Schemes
THE BUYER:	Department for Energy Security & Net Zero (DESNZ)
BUYER ADDRESS	3-8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	Ricardo-AEA Limited
SUPPLIER ADDRESS:	Old Shoreham Road, Shoreham-by-Sea, West Sussex, BN43 5FG
REGISTRATION NUMBER:	08229264
DUNS NUMBER:	218606679

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated Friday, 15th November 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of PS24223 - CCA Future Schemes.

CALL-OFF LOT(S):

Lot 9: Environmental Sustainability & Socio-Economic Development

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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- 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 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

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:
None

Call-off start date: Monday, 18th November 2024

Call-off expiry date: Friday, 30th October 2026

Call-off initial period: 2 years

CALL-OFF OPTIONAL EXTENSION PERIOD

The contracting authority, at its sole discretion has the option to offer a further two 12-month contractual term extension periods to the supplier taking the maximum contract term to a maximum of 4 years, subject to pricing being agreed in direct relation to the prevailing CPI index.

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.

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being £1,000,000.00 excluding VAT.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £250,000.00 excluding VAT

Call-off charges

Total maximum value of the contract is £400,210.00 excluding VAT

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
- CPI Indexation

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Invoices will be issued to DESNZ following approval of the previous month's actuals and all payments to be completed within 30 days. A new Purchase Order (PO) will be issued at the start of each financial year.

Buyer's invoice address

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

FINANCIAL TRANSPARENCY OBJECTIVES

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

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

Available online at: <https://www.gov.uk/government/collections/government-security>

Supplier's authorised representative**Supplier's contract manager****Progress report & meeting frequency**

Regular (weekly) meetings to ensure progress and DESNZ to update the supplier with any developments from the policy side. Meetings will be conducted virtually with the use of SharePoint, Microsoft Outlook and Microsoft Teams to share data and communication to guarantee collaborative working.

As part of the contract management the supplier will agree to Key Performance Indicators (KPI) and agree Service Level Agreements (SLA) to be reviewed quarterly which will monitor spend (including spend forecast) against deliverables.

The supplier will be required to produce quarterly reports setting out their progress noting any risks and mitigating measures. These will be subject to assessment by DESNZ on a quarterly basis.

Key staff

See details in Call-Off Schedule 7 (Key Supplier Staff)

Key subcontractor(s)

See details in Joint Schedule 6 (Key Subcontractors)

Commercially sensitive information

See details in Joint Schedule 4 (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Appended at Annex A

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.