



**Provision of Consultancy
for Analytic Services for Debt Market Integrator
TO
Cabinet Office
From
Atkins Ltd**

Contract Reference: CCCC19A05

FRAMEWORK SCHEDULE 5

**CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT
CONSULTANCY FRAMEWORK 2 AGREEMENT (RM6008)**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the Provision of Consultancy for Analytic Services for Debt Market Integrator dated **11th March 2019**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Contracting Authority post award
From	Cabinet Office ("CUSTOMER")
To	Atkins Ltd ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 14 th March 2019
1.2.	Expiry Date: End date of Initial Period: 13 th July 2019.
1.3.	Extension: option to extend for up to 1 (one) month (time only).

2. SERVICES

2.1	Services required: REDACTED Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)		
Milestone/Deliverable	Description	Timeframe or Delivery Date	
1	Potential Provider to provide a plan for review and sign off	Within 5 days of their appointment	
2	Inception Meeting with Potential Provider	Within 5 days of their appointment	
3	Provide a weekly progress report against their plan to Indesser and Cabinet Office	Every 5th working day from the contract award	
4	Review Analytics	Within 10 days of contract award	
5	Report back to FA and amend report as appropriate	Within week 15 days of contract award	

4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied

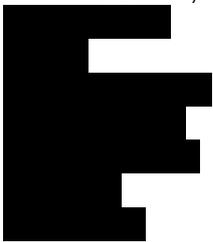
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms
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5. PERSONNEL

5.1	Key Personnel: <u>Customer:</u> [REDACTED] <u>Supplier:</u> [REDACTED] - Project Manager [REDACTED] - Technical Assurance [REDACTED] - Lead Consultant [REDACTED] - Coordination & Collation of Data
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Applied
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Permitted (see below) The base location will be Indesser and TDX which is located at 8 [REDACTED] [REDACTED]. Daily rates offered should be inclusive of T&S to this base location. If required the Potential Provider will visit additional locations, principally the Framework Authority's premises at [REDACTED]. The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in

	the performance of the services, calculated at the rates and in accordance with the Cabinet Office Travel & Subsistence policy.
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Cabinet Office, </p> <p>email: </p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the Call Off Contract from the Call Off Commencement Date</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>£ (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
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8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: To be advised by Atkins Ltd at award

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital B Recital C - date of issue of the Statement of Requirements: 6 th February 2019 Recital D - date of receipt of Call Off Tender: 20 th February 2019 Recital E
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not Applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 30 days.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms) Applied

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>[REDACTED]</p> <p>Email: [REDACTED]</p> <p>Supplier’s postal address and email address:</p> <p>[REDACTED]</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>Not applicable</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not Applied</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	████████████████████
Signature	
Date	12/3/2019

For and on behalf of the Customer:

Name and Title	████████████████████
Signature	
Date	13/3/2019