# 

# **RM6187 Framework Schedule 4 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: CCCN24A01

THE BUYER: Crown Commercial Service

BUYER ADDRESS 9 Floor, The Capital Building, Old Hall Street

Liverpool, L3 9PP England

THE SUPPLIER: 4C Associates

SUPPLIER ADDRESS:174 5TH Floor, Kings House

Hammersmith Road

London

W6 7JP

REGISTRATION NUMBER:4018096

DUNS NUMBER:220151604

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16th September 2024.

It’s issued under the Framework Contract with the reference number RM6187 for the Provision of Construction Professional Services 2 Agreement: Construction Consultancy.

### CALL-OFF LOT(S):

MCF3 Management Consultancy Framework Three Lot 1: Business

### 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)
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

### Call-Off Schedules

* Call-Off Schedule 5 (Pricing)
* Call-Off Schedule 20 (Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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 start date:**  18th September 2024

**Call-off expiry date:**  17th March 2025

**Call-off initial period:**  Six (6) Months

### Call-off deliverables:

Full details in Call off Schedule 20 – Specification.

### 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:

£79,800.00(Estimated Year 1 Charges of the Contract.)

### Call-off charges

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.

### Payment method

## Payment can only be made following satisfactory delivery of the pre-agreed services stated in the contract.

Payment scheduling will be agreed at contract mobilisation stage and aligned with the milestones set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI description | Percentage of contract value paid to Supplier |
| 1 | Specification and Schedule of services development | The Supplier provides the final version of the specification and schedule of services for the CPS 2 framework. Only when this is completed can the next stage of the contract begin. | 40% |
| 2 | Customer call off templates and guidance highlighted in section 6.3 - 6.6 | The Supplier provides the final version of the customer call templates and guidance highlighted in section 6.3 - 6.6 | 40% |
| 3 | Training on the specification and schedule of services and customer guidance & templates to CCS Staff | The Supplier provides training to CCS staff on both stages of the contract requirement and feedback is provided | 20% |

|  |  |  |
| --- | --- | --- |
| Milestone/Deliverable | Description | Timeframe or Delivery Date |
| 1 | A first draft specification and schedule of services for the CPS 2 RM6356 framework to be developed and reviewed with the CCS CPS and legal team | Within 3 weeks of the contract award |
| 2 | A second draft specification and schedule of services for the CPS 2 RM6356 framework to be developed and reviewed with the CCS CPS and legal team | Within 4 weeks of the contract award |
| 3 | The final version of the specification and schedule of services for the CPS 2 RM6356 framework to be developed and reviewed with the CCS CPS and legal team | Within 6 weeks of the contract award |
| 4 | 50% of customer templates and guidance to be completed. The order of completion for the customer templates and guidance will be determined at contract mobilisation stage. | Within 3 months of the contract award date |
| 5 | All templates and guidance to be completed for CCS construction team to review | At least four weeks before the contract end date |
| 6 | Training sessions to be delivered to CCS construction category staff virtually or in person | At least two weeks before the contract end date |

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

### Buyer’s invoice address

1. Redacted under FOIA section 40, Personal Information

### FINANCIAL TRANSPARENCY OBJECTIVES

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

**Buyer’s authorised representative**

Redacted under FOIA section 40, Personal Information

### Buyer’s security policy

Not applicable

### Supplier’s authorised representative

1. Redacted under FOIA section 40, Personal Information

### Supplier’s contract manager

1. Redacted under FOIA section 40, Personal Information

### Progress report frequency

Weekly for Phase 1 of the project (date and time to be confirmed)

Bi-weekly for Phase 2 of the project (date and time to be confirmed)

### Progress meeting frequency

Weekly for Phase 1 of the project (date, time and location to be confirmed)

Monthly for Phase 2 of the project but adhoc meetings may be planned on completion of certain milestones (date, time and location to be confirmed)

**Key staff**

1. Redacted under FOIA section 40, Personal Information

### Key subcontractor(s)

Not Applicable

### Commercially sensitive information

1. Not Applicable

### Service credits

Not Applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

CCS Carbon reduction plan and environmental policy can be found here: <https://www.gov.uk/government/publications/carbon-reduction-policy/carbon-reduction-plan>

### 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.

**For and on behalf of the Supplier**:

Signature: Redacted under FOIA section 40, Personal Information

Name: Redacted under FOIA section 40, Personal Information

Role: Redacted under FOIA section 40, Personal Information

Date:

**For and on behalf of the Buyer**:

Signature: Redacted under FOIA section 40, Personal Information

Name: Redacted under FOIA section 40, Personal Information

Role: Redacted under FOIA section 40, Personal Information

Date: