

Crown Commercial Service

Call Off Order Form for Corporate Finance Services Two

RM6169

Lot 1

MOBILIST PROJECT

PO 10059

(PROJ10142)

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

Order Form

CALL-OFF REFERENCE: PO 10059 (PROJ10142)

THE BUYER:

SECRETARY OF STATE FOR FOREIGN, COMMONWEALTH AND DEVELOPMENT AFFAIRS

BUYER ADDRESS Abercrombie House Eaglesham Road
East Kilbride
G75 8EA

THE SUPPLIER: PRICEWATERHOUSECOOPERS LLP

SUPPLIER ADDRESS: 1 Embankment Place, London WC2N 6RH
REGISTRATION NUMBER: REDACTED
DUNS NUMBER: REDACTED
SID4GOV ID: REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19 November 2020.

It is issued under the Framework Contract with the reference number RM6169 for the provision of corporate finance services.

CALL-OFF LOT(S):

Lot 1

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract.

Corporate Finance Services Two (CFS2) - RM6169
Framework Schedule 6 – Mobilist Call Off Order Form
(Version 1/ May 2020)

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. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6169 Corporate Finance Services 2: PO TBC (PROJ10142) Mobilist**
 - 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 for RM6169 Corporate Finance Services 2: PO TBC (PROJ10142) Mobilist**
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Part A: Short Form Security Requirements
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
3. CCS Core Terms (version 3.0.7)
4. Call-Off Schedule 21 (FCDO Supply Partner Code of Conduct)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6169
6. Call-Off Schedule 4 (Call-Off Tender).

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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Any documentations produced prior to 1 October 2020 and which refers to the Department of International Development (DFID) should be read as referring to the new department organisation (FCDO).

Special Term 2: REDACTED

Special Term 3: REDACTED

Special Term 4: REDACTED

Extension

1. The Call-Off Contract may, with the agreement of both parties, be extended in duration or in value by up to 50% of the initial duration or contract value.

Early termination

2. The Buyer has the right to terminate the Call-Off Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 of the Core Terms applies.

Buyer Code of Conduct

3. The Supplier shall perform all its obligations under this Call-Off Contract in accordance with the Buyer's Supply Partner Code of Conduct (Schedule 21).

International Aid Transparency Initiative

4 **IATI** means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries.

4.1 The Supplier acknowledges that the Buyer endorses/supports the requirements of the IATI standard and shall assist and cooperate with the Buyer, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

4.2 The Supplier shall:

4.2.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and

comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and

4.2.2 provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to the IATI requirements.

4.2.3 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of the Buyer funds and/or the Buyer funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to the Buyer upon written request and within the time set out in the request. This record should be updated by the Supplier;

- as required in the terms of reference;
- annually;
- when there are material changes in the delivery chain; and
- as part of the project completion process.

CALL-OFF START DATE: 20 November 2020

CALL-OFF EXPIRY DATE: 16 June 2021

CALL-OFF INITIAL PERIOD:

Scoping Phase (Work Phase 1)	Call-Off Start Date to 16 February 2021
RFP Phase (Work Phase 2)	4 February 2021 to 16 June 2021

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

In addition, the Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time.

MAXIMUM LIABILITY

Except in respect of the liability under Clause 12.2 of the Core Terms, each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 300% of the Estimated Yearly Charges.

In respect of Clause 12.2 of the Core Terms, the Supplier's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 300% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is Six Hundred Thousand Pounds (£600,000.00) excluding VAT.

CALL-OFF CHARGES

The Supplier's total Charges for the Deliverables (including any expenses) are daily fee rate(s) set out in the following table (exclusive of VAT):

REDACTED

The cost templates sets out an estimate of number of days for the project. The actual number of days to which the daily fee rate(s) will be authorized by the Buyer will be set out in the Work Plan attached to Call-Off Schedule 20 (Specification).

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

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

Payment shall be made monthly in arrears and shall be dependent on the successful achievement of the outputs and activities as detailed in the Workplan (see Call-Off Schedule 20 (Call-Off Specification)).

BUYER'S INVOICE ADDRESS

Accounts Payable Section
FCDO Financial Management Group e-invoicing@FCDO.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REACTED

PROGRESS REPORT FREQUENCY

The Supplier shall provide the Buyer with written progress reports on a fortnightly basis

PROGRESS MEETING FREQUENCY

The Buyer shall require the Supplier to attend and participate in ad hoc briefings and debriefings

KEY STAFF

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

KEY SUBCONTRACTOR(S)

Not applicable

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

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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	20/11/2020	Date:	20/11/2020