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**Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**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 **RM3745** dated 21<sup>st</sup> November 2017.

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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>CPD/004/121/096</b>
<b>From</b>	<b>Ministry of Housing, Communities and Local Government ("CUSTOMER")</b>
<b>To</b>	<b>OVE ARUP &amp; PARTNERS LIMITED ("SUPPLIER")</b>

**SECTION B**

**CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 23 September 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period 31 December 2020  End date of Extension Period 31 March 2021  Minimum written notice to Supplier in respect of extension: 2 weeks

**SERVICES**

<b>2.1</b>	<b>Services required:</b>  As detailed in the Customer's document ref "CPD-004-121-096; Attachment 3 - Statement of Requirements v1.0".
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**PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b>
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	<p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date. This shall be consistent with the KEY MILESTONES AND DELIVERABLES set out in section 6 of the Customer's document ref "CPD-004-121-096; Attachment 3 - Statement of Requirements v1.0".</p> <p>Key dates and deliverables will be reviewed / agreed during the inception phase.</p>
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> As set out in the Customer's document ref "CPD-004-121-096; Attachment 3 - Statement of Requirements v1.0".
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the standard Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the standard Call Off Terms): Not applied

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):
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	As detailed in Supplier's price response ref "Arup_Attachment 4 Price Schedule". <b>The Capped Price for this work is £214,900 excl VAT.</b>
<b>6.2</b>	<b>Payment terms/profile</b> (method of payment is BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the standard Call Off Terms. Proportionate milestone payments and the payment profile will be reviewed / agreed during the inception phase.
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address:</b> <b>REDACTED</b>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the standard Call Off Terms): One (1) Call Off Contract Year from the Call Off Commencement Date.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the standard Call Off Terms) will be carried out on: Not Permitted
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of standard Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £214,900 excl VAT.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> In Clause 37.2.1 of the standard Call Off Terms. In relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year a sum equal to one hundred and twenty-five per cent (125%) of the Estimated Year 1 Call Off Contract Charges.
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the standard Call Off Terms): Professional Indemnity up to: £1,000,000 per claim. Public and Products Liability up to: £1,000,000 per claim. Employer's Liability up to £1,000,000 per claim.

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default:</b>
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	In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the standard Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to ten (10) Working Days
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the standard Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

### SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Personal information, Price breakdowns (incl Day Rates) and the Supplier's bid document.

### OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the standard Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: <b>13 August 2020</b> Recital D - date of receipt of Call Off Tender: <b>04 September 2020</b>
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Select short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED

<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the standard Call Off Terms): Standard call-off terms clause applies
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the standard Call Off Terms): 1) Customer's email address: <b>REDACTED</b>  2) Supplier's email address: <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b>  As set out in the Customer's document ref " <i>CPD-004-121-096; Attachment 3 - Statement of Requirements v1.0</i> ".  Contract review meetings to be held every 2 weeks to update on progress in line with expected milestones. These may be held jointly with the lead consultant to input into progress. Meetings should be attended by someone of appropriate seniority to represent the work of the consultants. A brief written progress update should be provided on a weekly basis and before contract review meetings on weeks where this is held.  Throughout the project, day-to-day interaction between supplier and client team and up to five (approx fortnightly) update meetings with Project Board.  Some meetings could take the form of interactive workshops to test and co-develop plans and ideas with the client/Board.
<b>10.11</b>	<b>Alternative and/or additional provisions:</b> Not Used
<b>10.12</b>	<b>Call Off Tender:</b> As set out in the Supplier's response document ref " <i>Arup_CPD004121096_final</i> " dated 04/09/2020.
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the standard Call Off Terms)</b> Standard call-off terms clause applies
<b>10.14</b>	<b>Staff Transfer</b> Not applied.
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> Not applied.

**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	

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

Name and Title	
Signature	
Date	