



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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 **Infrastructure Services** dated 4th September 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.

Order Number	CS20303
From	The Department for Business, Energy and Industrial Strategy (BEIS) 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	Frazer-Nash Consultancy Ltd, Devonport Royal Dockyard, Devonport, Plymouth, PL1 4SG ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 17/08/2020
	Expiry Date: End date of Initial Period 11/09/2020 End date of Extension Period N/A - There are no extensions available

SERVICES

2.1	Services required: REDACTED
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) In 10.12 – Call off Tender
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CONTRACT PERFORMANCE

4.1.	Standards: Not 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

PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions Clause 28.2 of the Call Off Term Not Required

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The total contract value shall not exceed £38,512.50 excluding VAT. All costs to be in alignment with AW5.2 Price Schedule (see Appendix 1)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment to be made via BACS upon receipt of Invoice and Purchase Order Payment shall be made upon acceptance of the final report.
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Department for Business, Energy and Industrial Strategy (BEIS) c/o UK Shared Business Services, Queensway House, West Precinct, Billingham, TS23 2NF email: finance@services.ukpbs.co.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call off Contract Charges fixed and firm for the duration of the contract

6.6	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: Not used
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £38,512.50
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): <ul style="list-style-type: none"> • Employer's (Compulsory) Liability Insurance = £1 million • Public Liability Insurance = £1 million • Professional Indemnity Insurance = £1 million

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to 10
8.3	Undisputed Sums Limit: The wording " <i>one month's average Call Off Contract Charges</i> " in Clause 43.1.1 shall be amended to <i>one week (5 working days) average Call Off Contract Charges</i>
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Required
9.2	Commercially Sensitive Information: REDACTED

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
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	<p>Recitals B to E</p> <p>Recital C – 21st July 2020</p> <p>Recital D – 4th August 2020</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Select short form security requirements</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.5	<p>Testing:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>As specified, from time to time in writing</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address: The Department for Business, Energy and Industrial Strategy (BEIS) 1 Victoria Street, London, SW1H 0ET</p> <p>Supplier's postal address: Frazer-Nash Consultancy Ltd, Devonport Royal Dockyard, Devonport, Plymouth, PL1 4SG</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>Not Required</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 Used</p>
10.12	<p>Call Off Tender:</p> <p>REDACTED</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>As in 36.3 of the Call Off Terms</p>
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	Processing Data

	Not Used
10.16	MOD DEFCONs and DEFFORM
	Not Used

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	REDACTED
Signature	REDACTED
Date	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	
Date	

Appendix 1 – AW5.2 Price Schedule

REDACTED