

# Crown Commercial Service

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## Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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### (Order Form and Call-Off Schedules)

Provision of Consultancy Services for Illegal Migrant Taskforce - Direct Award

### Order Form

Call-off reference:	CCCC22A03
The buyer:	Cabinet Office
Buyer address:	1 Horse Guards Road London SW1A 2HQ
The supplier:	Newton Europe Ltd
Supplier address:	2 Kingston Business Park Kingston Bagpuize Oxfordshire OX13 5FE
Registration number:	4279175
DUNS number:	222611290
Sid4gov id:	N/A

## **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated

28/01/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

## **Call-off lot: 3**

## **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 can not be used. 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. 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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

## **Call-Off Schedules**

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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 special terms**

The following Special Terms are incorporated into this Call-Off Contract: Not Applicable

**Call-off start date:** 31/01/2022

**Call-off expiry date:** 11/04/2022

**Call-off period:** 10 weeks (there is no option to extend this Contract).

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off 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: £500,000

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details).

The maximum total contract value (ex VAT) to meet all deliverables outlined within Call-Off Schedule 20 (Call-Off Specification) shall be up to £499,978.00.

There is to be no variation to the scope of services other than those outlined in Call-Off Schedule 20 (Call-Off Specification) and no uplift in the maximum total contract value of £499,978.00 (ex VAT).

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**

The contract will be billed monthly in arrears.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

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

Invoices should be submitted to: **REDACTED**

**Buyer's invoice address**

**REDACTED**

**Buyer's authorised representative**

**REDACTED**

**Buyer's security policy**

See Call-off Schedule 9 and Call-off Schedule 20.

**Supplier's authorised representative**

**REDACTED**

**Supplier's contract manager**

**REDACTED**

**Progress report frequency**

Weekly

**Progress meeting frequency**

Weekly

**Key staff**

**REDACTED**

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Not applicable

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

See Call-off Schedule 20 and Joint Schedule 5.

**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:

Name:

Role:

Date:

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

Signature:

Name:

Role:

Date: