

**Crown Commercial Service**

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

**COVID – 19 FINANCIAL ANALYSIS AND SUPPORT FOR PROJECT REDACTED**

**TO**

**THE CABINET OFFICE**

**FROM**

**BDO LLP**

**CONTRACT REFERENCE – CCCC20A65**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

**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 **Covid-19 Financial Analysis and Support for Project REDACTED** dated **04 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	<b>To be advised by the Authority at Contract Award</b>
From	<b>The Cabinet Office ("CUSTOMER")</b>
To	<b>BDO LLP ("SUPPLIER")</b>
Date	<b>4 June 2020 ("DATE")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> Thursday 11 <sup>th</sup> June 2020
<b>1.2.</b>	<b>Expiry Date:</b>  Wednesday 10th March 2021  There is no option to extend beyond this nine month period. It is not permissible under the Terms & Conditions of this Framework Agreement to extend Direct Award contracts beyond this nine (9) month period.  This contract must end no later than on the Wednesday 10th March 2021.

## 2. SERVICES

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services)
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> Not Applicable.
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## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards and Quality).
<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 Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>BDO LLP</b> [REDACTED] <b>Cabinet Office</b> [REDACTED]
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not Applied.

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: marketsandsuppliers@cabinetoffice.gov.uk
<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)): The duration of the Call Off Contract from the Call Off Commencement Date of 5 June 2020 to 4 March 2021.
<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)) will be carried out on: <b>Not applicable.</b>
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted.

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> Up to the sum of £950,000.00 (ex VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applied, in Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied, in Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
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<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not Applied.

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied.
<b>9.2</b>	<b>Commercially Sensitive Information:</b> [REDACTED]

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C – 26 May 2020 Recital D - date of receipt of Call Off Tender: <b>1 June 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> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not Applied.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied.

<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] Supplier's postal address and email address: [REDACTED]																		
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)																		
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> <b>Not Applicable</b>																		
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)																		
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> <b>Not Applicable</b>																		
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender)																		
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17																		
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<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Not Applicable.																		



## 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	11 <sup>th</sup> June 2020

### For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	12 <sup>th</sup> June 2020