

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **36284**

THE BUYER: **Defra**

BUYER ADDRESS [REDACTED]

THE SUPPLIER: **Buyingteam Limited (T/a Proxima)**

SUPPLIER ADDRESS: [REDACTED]

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 23 May 2022.

It's issued under the Framework Contract with the reference number RM6188 for the provision of "Using spend data to identify and drive efficiencies"

[REDACTED]

CALL-OFF LOT(S):

Lot 6: Procurement and Supply chain

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 includes 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)

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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Call-off start date: 30 May 2022

Call-off expiry date: 08 July 2022

Call-off initial period: 6 weeks for both Phases and possible extension depending on the outcomes for phase 3.

Call-off deliverables:

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

Security

Short form security requirements apply

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:

£45,750 (subject to change at the end of completion of phase 1 and phase 2)

Call-off charges

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

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

Payment via BACS within 5 days of submitted an invoice to SSCL.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

BPSS checked

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Weekly – or as agree between the Buyer's representative and the Suppliers representative as required for the operation of the contract and provision of the Deliverables

Progress meeting frequency

Weekly – or as agree between the Buyer's representative and the Suppliers representative as required for the operation of the contract and provision of the Deliverables

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

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)]

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:

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

For and on behalf of the Buyer:

[Redacted signature]

[Redacted signature]

[Redacted signature]

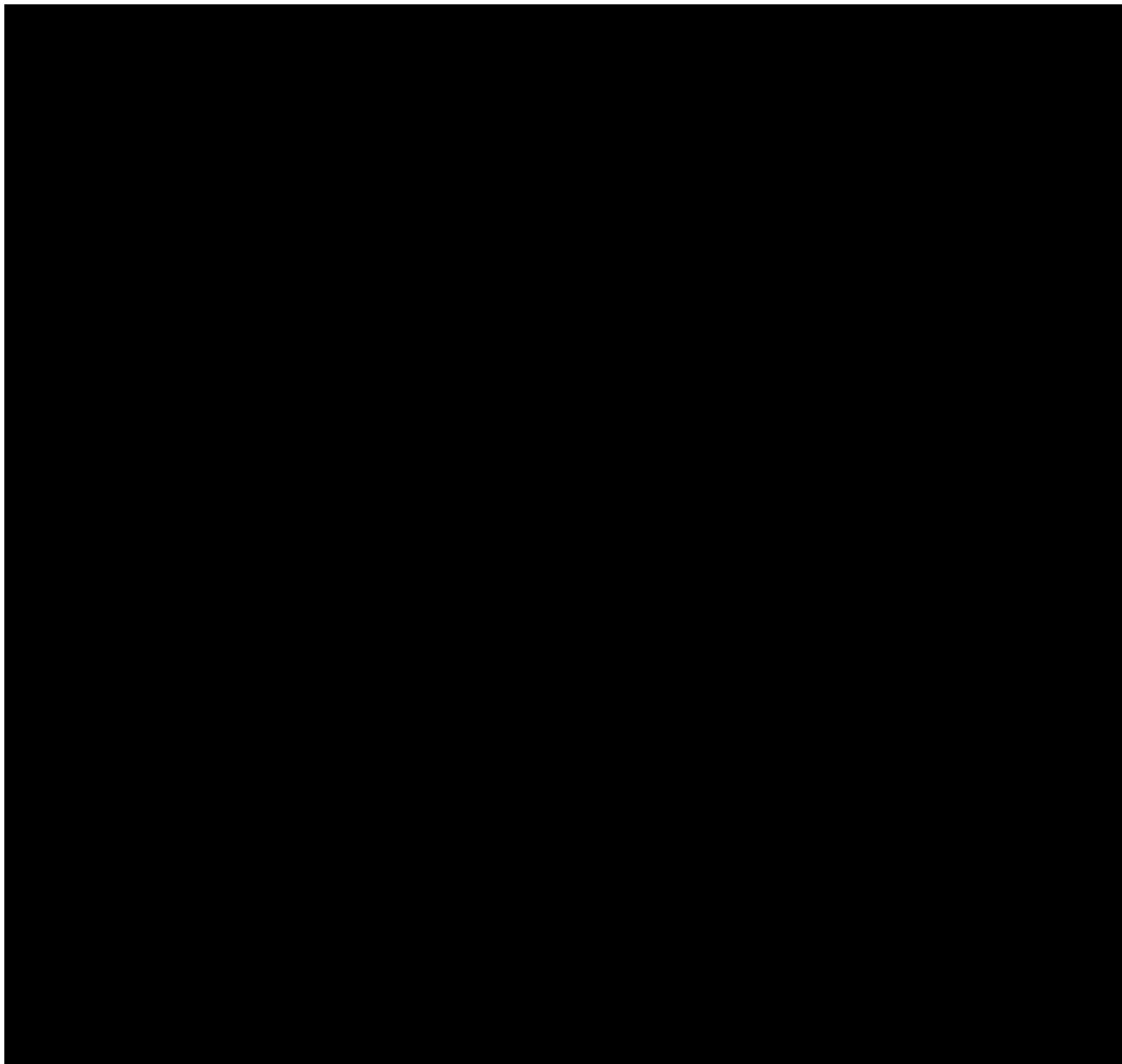
[Redacted signature]

FORMATION OF THIS CONTRACT

BY AGREEING AND RETURNING THIS CONTRACT AWARD (by electronic means) the Provider agrees to enter a Contract with the Customer to provide the Services.

The Parties hereby acknowledge and agree that they have read the Contract Award and the Conditions of Contract and by accepting the Contract Award agree to be bound by this Contract.

Annex 1 - Joint Schedules for RM6187 Management Consultancy Framework Three



Annex 2 - **Call-Off Schedules**

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

- i. The Framework Prices:
 - i. will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
 - ii. cannot be increased except as in accordance with this Schedule.
- ii. The Charges:
 - i. shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
 - ii. cannot be increased except as specifically permitted by the Call Off Contract and in particular shall not be subject to Indexation.

6. How Framework Prices are calculated

- i. The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

7. Costs and expenses

- i. Except as expressly set out in paragraph 4 (Reimbursable Expenses) of this Framework Schedule 3, the Framework Prices shall include all costs and expenses relating to the Services provided to the Buyer and/or the Suppliers performance of its obligations under any Call Off Contracts and no further amounts shall be payable by a Buyer to the Supplier in respect of such performance, including in respect of matters such as:
 - i. incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - ii. any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Contract.; or
 - iii. costs incurred prior to the commencement of any Call Off Contract.

8. Reimbursable expenses

- i. Where Services are to be provided to the Buyer under any Call Off Contract on the basis of Framework Prices submitted by the Supplier to CCS using the Time and Materials pricing mechanism set out in Annex 1, the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Contracts), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

9. Other events that allow the Supplier to change the Framework Prices

- i. The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:
 - i. a Specific Change in Law in accordance with Clause 24;
 - ii. a review in accordance with insurance requirements in Clause 13;
 - iii. a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking); and
 - iv. a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

10. Not Used

11. When you will be reimbursed for travel and subsistence

- i. Expenses shall only be recoverable where:
 - i. any of the pricing mechanisms listed in Annex 1 is used; and
 - ii. the Order Form states that recovery is permitted; and
 - iii. they are Reimbursable Expenses and are supported by Supporting Documentation.
- ii. For the purposes of paragraph 7.1 of this Schedule, a “**Time and Materials pricing mechanism**” means a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's Staff, and for materials used in the project, no matter how much work is required to complete the project. In the event that a Call-Off Contract uses this pricing mechanism the price shall be based upon the prices detailed in Table 1 of Annex 1 to Framework Schedule 3.
- iii. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request

12. Not Used

Annex 1: Rates and Prices

Table 1: Time and Materials

Staff Grade	MCF3 Day Rate (£)
Partner	
Managing Consultancy / Director	
Principal Consultant / Associate Director	
Senior Consultant / Engagement Manager / Project Lead	
Consultant	
Analyst / Junior Consultant	

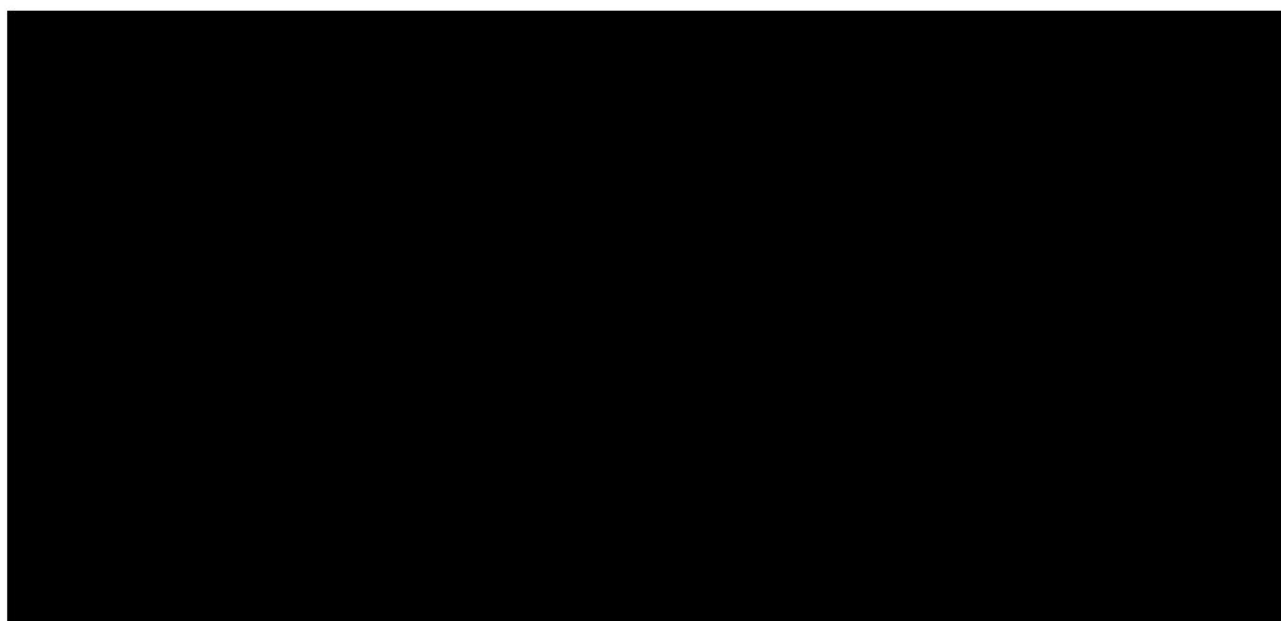
Table 2: Fixed Prices

The rates of services below shall not be subject to variation by way of Indexation

Framework Price	Fixed Framework Price (£)
Phase 1 & Phase 2	£45,750

Call-Off Schedule 5 (Pricing Details)

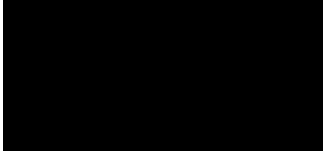
The rates under this Call Off are detailed below and will be held for the duration of this Call Off. The rates have been discounted against Lot 6 Framework rates for Phase 3, time & materials.



Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

The full specification can be found below:



Core Terms



RM6187-Core-Terms- (2).odt

Joint Schedule 5 (Corporate Social Responsibility)



RM6187-Joint-Schedule-5_-Corporate-S