

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

# Order Form

CALL-OFF REFERENCE: **PROC 733-2023 Provision of Performance Development and Reward Review**

THE BUYER: Competition and Markets Authority

BUYER ADDRESS	Competition and Markets Authority The Cabot 25 Cabot Square London E14 4QZ United Kingdom
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THE SUPPLIER: Boston Consulting Group UK LLP

**SUPPLIER ADDRESS:** 80 Charlotte Street, London, W1T 4DF

SID4GOV ID: N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 4<sup>th</sup> July 20203.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Performance Development and Reward Review.

**CALL-OFF LOT(S):**  
Lot 5

### **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 5 (Corporate Social Responsibility) - Mandatory
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

- Call-Off Schedule 1 Transparency reports
- Call-Off Schedule 3 Continuous improvement
- Call-Off Schedule 4 (Call Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- 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 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. 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:

*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*

Special Term: None

**Call-off start date:** 15<sup>th</sup> January 2024

**Call-off expiry date:** 31<sup>st</sup> October 2024

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

Option A: Not applicable.

Option B: 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:

██████████

### **Call-off charges**

Option A: Not used.

Option B: 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**

BACS – Submission of invoices quoting a relevant Purchase Order and PROC reference.

**Buyer's invoice address**

invoices@cma.gov.uk

**FINANCIAL TRANSPARENCY OBJECTIVES**

Not applicable.

**Buyer's authorised representative(s)**

[REDACTED]

[REDACTED]

Senior Director People, Capability and Culture

[REDACTED]

[REDACTED]

Director of HR Projects – Performance, Pay and HR Systems

**Buyer's security policy**

Not applicable

**Supplier's authorised representative**

[REDACTED]

[REDACTED]

[REDACTED]

**Supplier's contract manager**

[REDACTED]

[REDACTED]

[REDACTED]

**Progress report frequency**

Weekly or as otherwise agreed between the parties.

**Progress meeting frequency**

Weekly or as otherwise agreed between the parties.

**Key staff**

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[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 [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

Date: 15 January 2024

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

Date: 17 January 2024