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

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 4th 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.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

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: 15th January 2024

Call-off expiry date: 31st 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)

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

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)

Senior Director People, Capability and Culture

Director of HR Projects – Performance, Pay and HR Systems

Buyer's security policy

Not applicable

Supplier's authorised representative

Supplier's contract manager

Progress report frequency

Weekly or as otherwise agreed between the parties.

Progress meeting frequency

Weekly of as otherwise agreed between the parties.



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

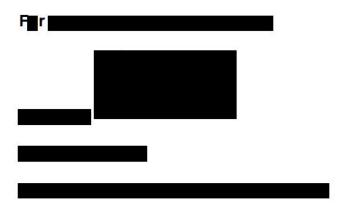
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

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.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

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.



Date: 15 January 2024



Date: 17 January 2024