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

**Order Form**

CALL-OFF REFERENCE: CCIT22A53

THE BUYER: Cabinet Office

BUYER ADDRESS 1 Horse Guards Road London

SW1A 2HQ

THE SUPPLIER: Baringa Partners LLP

SUPPLIER ADDRESS: 62 Buckingham Gate, London, SW1E 6AJ REGISTRATION NUMBER: OC303471

DUNS NUMBER: 733291509

SID4GOV ID: N/A

# Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24th February 2023

It’s issued under the Framework Contract with the reference number RM6187 for the Provision of Consultancy for Capability Strategy.

**CALL-OFF LOT(S):** 2 (Strategy & Policy)

# 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 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

# Call-Off Schedules

* + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. 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*

1. *specified in this Contract or*
2. *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:** 24/02/2023

**Call-off expiry date:** 31/03/2023

**Call-off initial period:** 5 weeks (No extension option included)

# Call-off deliverables:

Detailed within Call-Off Schedule 20 (Call-Off Specification) in sections 1 and 2

To enable the provision of the Deliverables, Buyer shall ensure the availability of interviewees when reasonably requested by the Supplier.

# Security

The Supplier is to comply with the Buyer’s Security Schedule included in Call Off Schedule - 9 (Security) however for the avoidance of doubt Supplier shall not be required to produce a bespoke Security Management Plan.

# 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: Estimated Year 1 Charges of the Contract - £65,000

# 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

The Buyer will make payments via BACS

# 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

Appended at Call-Off Schedule 9

# Supplier’s authorised representative

**<REDACTED>**

# Supplier’s contract manager

**<REDACTED>**

# Progress report frequency

Reports to be provided to Authority within one (1) Working Day of request being received by Supplier.

# Progress meeting frequency

The Supplier is to provide a weekly progress report on their progress against the specific milestones outlined in Call-Off Schedule 20 (Call-Off Specification).

# Key staff

**<REDACTED>**

# Key subcontractor(s)

**<REDACTED>**

# Commercially sensitive information

**<REDACTED>**

# Service credits

**<REDACTED>**

# Additional insurances

**<REDACTED>**

# Guarantee

**<REDACTED>**

# Buyer’s environmental and social value policy

Detailed within Call-Off Schedule 20 (Call-Off Specification).

# 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:

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

Signature: **<REDACTED>**

Name: **<REDACTED>**

Role: **<REDACTED>**

Date: **<REDACTED>**

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

Signature: **<REDACTED>**

Name: **<REDACTED>**

Role: **<REDACTED>**

Date: **<REDACTED>**