



Crown
Commercial
Service

**Provision of Consultancy for
Cabinet Office Programme Delivery
TO
Cabinet Office
From
North Highland UK Ltd**

Contract Reference: CCCC18B08

FRAMEWORK SCHEDULE 5

CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY FRAMEWORK 2 AGREEMENT (RM6008)

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 Consultancy for Cabinet Office Programme Delivery dated **to be completed at contract award (Contract Signature Date)**

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	To be advised by Contracting Authority post award
From	Cabinet Office ("CUSTOMER")
To	North Highland UK Ltd ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 25 th February 2019
1.2.	Expiry Date: Tuesday 25 th February 2020 with an option to extend for up to a further 24 months in 12 monthly increments from Wednesday 26 th February 2020 to Friday 25 th February 2022 subject to further financial approvals.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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4. CONTRACT PERFORMANCE

4.1.	Standards: Please refer to Attachment 3- Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Please refer to Attachment 3- Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer- Redacted Supplier- Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (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)
6.3	Reimbursable Expenses: Permitted

	The location of the Services will primarily be carried out at HMG locations within the UK to be agreed on a project-by-project basis. The daily rates offered shall be inclusive of all expenses, including travel to the base location for each engagement. Travel outside the base location shall be in accordance with the Authority's Travel and Subsistence Policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Cabinet Office, C/O Newport SSCL, PO Box 405, Newport NP10 8FZ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Tuesday 25 th February 2020 with an option to extend for up to a further 24 months in 12 monthly increments from Wednesday 26 th February 2020 to Friday 25 th February 2022
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applied
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of: Year 1 up to £6,000,000.00 (Exc.VAT) Year 2 and 3 costs (extension option) would be subject to further financial approval. Year 2 up to £6,000,000.00 (Exc.VAT) Year 3 up to £6,000,000.00 (Exc VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms. The notice period for projects shall be specified on a case-by-case basis and will be linked to the duration of that specific project. The minimum notice period shall be no less than 5 working days.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: To be Applied

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 14 th December 2018. Recital D - date of receipt of Call Off Tender: 10 th January 2019.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required
10.3	Security: Short form security requirements, however each individual assignment would be subject to the individual department's Security Policy as directed by the Engagement Letter from the Provider.
10.4	ICT Policy: If ICT Policy is required it will be directed by the Engagement Letter.

10.5	Testing: Not Applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be Not Applied.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Cabinet Office 1 Horse Guards Road Floor 4 London SW1A 2HQ Fst-consultancy@cabinetoffice.gov.uk Supplier’s postal address and email address: North Highland UK Ltd 120 Holborn London EC1N 2TD Redacted
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): Not Applied
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In addition to Clause 36.3.2, the Supplier shall: Not take any information offsite nor work offsite on the client department’s information, without the prior approval of the client department.
10.14	Staff Transfer

	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
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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	

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	