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

## **Order Form**

CALL-OFF REFERENCE:	CCCC24A01
THE BUYER:	HM Treasury
BUYER ADDRESS	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
THE SUPPLIER:	Drees & Sommer UK LTD
SUPPLIER ADDRESS:	REDACTED TEXT under FOIA Section 40, Personal Information
REGISTRATION NUMBER: Information	REDACTED TEXT under FOIA Section 40, Personal
DUNS NUMBER:	REDACTED TEXT under FOIA Section 40, Personal

Information

## **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 8<sup>th</sup> March 2024. It's issued under the Framework Contract with the reference number CCCC24A01 for The Provision of the Evaluation of Darlington Economic Campus.

## CALL-OFF LOT(S):

Lot 1 - Business

#### 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 cannot 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 9 (Security)
- Call-Off Schedule 20 (Specification)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 6. 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

Call-off start date: 18<sup>th</sup> March 2024

Call-off expiry date: 17<sup>th</sup> July 2024

Call-off initial period: Four (4) months

## 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:

#### **REDACTED TEXT under FOIA Section 43 Commercial Interests**

#### **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

#### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

#### **Payment method**

BACS

Invoices should be submitted in stages in accordance with the key milestones and deliverables.

#### **Buyer's invoice address**

Invoices should be submitted to: HM Treasury, Accounts Payable, Rosebery Court, St Andrews Business Park, Norwich NR7 0HS. They should also be sent to invoicequeries@hmtreasury.gov.uk

#### FINANCIAL TRANSPARENCY OBJECTIVES

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

#### **Buyer's authorised representative**

**REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.** 

#### **Buyer's security policy**

https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework

#### Supplier's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.

#### Supplier's contract manager

REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.

## **Progress report frequency**

Weekly progress reports: While undertaking a defined piece of work the Supplier must provide a weekly progress report to the named Programme or Business Area contact detailing:

- Work undertaken each week, including drafting progress
- Progress against the agreed timeline
- Issues or risks to delivery

## **Progress meeting frequency**

Initiation meeting at contract award Fortnightly video-conference progress meetings with the Programme or Business Area Team Ad-hoc meetings Wash-up meetings in the month following the conclusion of an Evaluation project.

#### Key staff

REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.

## Key subcontractor(s)

N/A

## **Commercially sensitive information**

All information relating to pricing as contained in the commercial response document.

All personal information relating to: employees, clients, sub-contractors, and thirdparty consultancies. This is due to the information being "highly likely to prejudice the commercial interests of the organisation". We (The Supplier) request that all personal information and details of third-party organisation is withheld from public release.

Our Information Security Policy ensures we meet international standards (including ISO 9001) for information security. This includes our compliance with requirements for confidentiality, integrity and availability for D&SUK employees, clients, subcontractors, and third-party consultancies. On these grounds we request that all personal information and details of third-party organisations is withheld from public release.

Duration: until 19/02/2030

## Service credits

Not applicable **Additional insurances** Not applicable

**Guarantee** Not applicable

#### Buyer's environmental and social value policy

Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)

https://assets.publishing.service.gov.uk/media/5f6ccf89d3bf7f7237cf4015/PPN-06\_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf

#### Social value commitment

As per PPN 06/20, Social Value is not required under the threshold. https://assets.publishing.service.gov.uk/media/5f6ccf89d3bf7f7237cf4015/PPN-06\_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf

#### 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 TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. 13<sup>th</sup> March 2024

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

REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. 15<sup>th</sup> March 2024

# DocuSign

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