



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 Support to the Strategic Outline Business Case for the OxCam Arc Programme dated **4th August 2021**.

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 Call Off Order Form and the Call Off Terms.

Order Number	CPD4122070
From	Ministry of Housing, Communities, and Local Government ("CUSTOMER")
To	Baringa Partners LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 5th August 2021
	Expiry Date: 6 th December 2021, with an option to extend by a further one (1) month. A period of one (1) month's notice shall be given by the CUSTOMER to the SUPPLIER of the intention to extend but this will be in exceptional circumstances only.

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) as detailed in Section 5 - Annex A - Statement of Requirements [REDACTED summary attached] and the Deliverables as detailed in Annex C – Supplier's Bid [REDACTED] This contract is for specialist support to develop a Strategic Outline Business Case (SOBC) for the OxCam Arc Portfolio. The Supplier will develop an approach to capture and aggregate the varied activity – which includes investment in business and research, the development of new houses and infrastructure, and the enhancement of the natural environment – that forms the Portfolio. The SOBC will be compliant with HMT's five case model, as described in the Green Book. The business case should seek to demonstrate the strategic and economic
------------	---

	<p>case for the implementation of a portfolio-based approach to government interventions seeking to realise the transformative economic potential of the OxCam Arc, with a considered view on options for how these and future interventions could be funded, governed and delivered.</p> <p>The scope of the requirement for this commission is focused on three primary activities. Supplier will support Customer by providing the following services (“Services”):</p> <ol style="list-style-type: none"> 1. Methodology. Establish: a) a Green Book-compliant methodological approach that achieves the objectives listed above for the development of a SOBC for the Arc portfolio; and b) a methodology for determining the relationship between projects and programmes with the Portfolio and how these are governed. 2. Analysis. Conduct analytical modelling to calculate the costs and benefits of a portfolio-based approach compared to a less or non-coordinated approach, as well as providing an indicative value for the aggregated costs and benefits of the government interventions that form the Arc Portfolio. This activity will be based on the methodology established in the first activity. 3. Drafting. Hold the pen on the final product – which will involve building on the inputs provided by the client team to develop a Green Book-compliant SOBC for the OxCam Arc Portfolio. Respond to and address feedback and comments from the approvals process to ensure the product secures sign off. MHCLG will coordinate this process and provide oversight. <p>To enable the Supplier’s performance of the Services, Customer will ensure (a) the reasonable cooperation of the Customer staff, sub-contractors and agents is provided promptly when requested; (b) the prompt review and approval by the Customer of Services is provided when necessary; and (c) access to such parts of the Customer’s premises, systems, materials and data necessary to provide the Services.</p>
--	---

PROJECT PLAN

3.1.

Project Plan:

As per plan set out in Supplier's Bid [REDACTED]

Milestones listed below from Section 7 of Annex A - Statement of Requirements

Milestone	Description	Timeframe or Delivery Date
1	Inception meeting to introduce the Supplier to the departmental team, share relevant information and establish reporting arrangements.	Within one week of contract award.
2	Report on options for methodology to develop business case. Schedule of Information requirements for portfolio analysis.	Within two weeks of contract award.
3	Facilitate workshop with business case working group to present methodology and agree implementation plan.	Within one month of contract award.
4	Provisional interim results of portfolio analysis and supplementary report.	Within one ½ months of contract award.
5	First draft of business case and interim report for comment.	Within two months of contract award.
6	Final business case and start of approvals process.	Within two ½ months of contract award.
7	Address feedback from business case approvals process and make updates as required.	Within ~four months of contract award.
8	Completion of final product.	Contract end.

CONTRACT PERFORMANCE

4.1.	Standards: As set out under section 5 to 17 in Annex A - Statement of Requirements [REDACTED summary attached]												
4.2	Service Levels/Service Credits: <table><tr><th>KPI / SLA</th><th>Service Area</th><th>KPI/SLA description</th></tr><tr><td>1</td><td>Interim outputs</td><td>The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 1-3)</td></tr><tr><td>2</td><td>Second outputs</td><td>The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 4 and 5)</td></tr><tr><td>3</td><td>Final outputs</td><td>The supplier will provide final outputs in line with key milestones and deliverables (section 7, milestones 6-8)</td></tr></table>	KPI / SLA	Service Area	KPI/SLA description	1	Interim outputs	The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 1-3)	2	Second outputs	The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 4 and 5)	3	Final outputs	The supplier will provide final outputs in line with key milestones and deliverables (section 7, milestones 6-8)
KPI / SLA	Service Area	KPI/SLA description											
1	Interim outputs	The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 1-3)											
2	Second outputs	The supplier will provide interim outputs in line with key milestones and deliverables (section 7, milestones 4 and 5)											
3	Final outputs	The supplier will provide final outputs in line with key milestones and deliverables (section 7, milestones 6-8)											
4.3	Critical Service Level Failure: Not applied												
4.4	Performance Monitoring: Not applied												
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms												

PERSONNEL

5.1	Key Personnel: [REDACTED] <p>With advance notification from the Supplier and the approval of the Customer (not to be unreasonably withheld or delayed), Key Personnel may be substituted with individuals of equivalent grade, skills and experience to those individuals named in this section 5.1.</p>
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Supplier's Charges for the Services shall be calculated on a fixed price basis as follows:</p> <p>The total fixed price for this Contract shall be £182,340.00 (ex VAT) as set out in Annex B – Pricing Schedule as annexed to this Call Off Contract. [REDACTED]</p>
6.2	Payment terms/profile <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment, and Invoicing)</p> <p>Payment can only be made following delivery of the Deliverables in accordance with their specifications as set out in this Call Off Contract (set out in section 7.1 of Annex A – Statement of Requirements) and within Annex C – Supplier's Bid, as well as the written acceptance and approval from the Customer.</p> <p>Before payment can be considered, MHCLG must receive an invoice which must include a detailed elemental breakdown of work completed and the associated costs.</p>
6.3	Reimbursable Expenses: <p>Not permitted</p>
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <p>CP2P TEAM, MHCLG, 4TH FLOOR, HIGH TREES, HILLFIELD ROAD, HEMEL HEMPSTEAD, HP2 4XN</p> <p>CLGInvoices@communities.gov.uk</p>
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <p>Duration of Call Off Contract.</p>
6.6	Supplier periodic assessment of Call Off Contract Charges

	Not Permitted
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: [REDACTED] Breakdown and rates as per Annex B – Pricing Schedule [REDACTED]
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 Supplier makes no representation or warranty regarding the accuracy or completeness of any Deliverable in a draft condition prior to formal completion and delivery by Supplier (" Drafts "). Any reliance upon Drafts shall be at Customer's own risk and without liability to Supplier. Drafts may be disclosed by Customer only to Customer's Affiliates and not any other third parties.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38.3 of the Call Off Terms apply

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to (10) Working Days
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:
------------	---

	Not applicable
9.2	Commercially Sensitive Information: Price breakdowns

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: 18th June 2021 Recital D - date of receipt of Call Off Tender: 23rd July 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be <i>5 working days</i>
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Standard call-off terms apply
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Housing Communities and Local Government, 2 Marsham Street, London Email: commercial@communities.gov.uk Supplier's postal address and email address: [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): N/A
10.12	Call Off Tender: In Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Standard call-off terms apply
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17

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	05/08/21

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	11/08/2021