Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

**Order Form**

Call-off reference: **CCCC21B17**

The buyer: **Minister for the Cabinet Office**

Buyer address: **REDACTED REDACTED REDACTED**

The supplier: **Costain Ltd**

Supplier address: **REDACTED REDACTED REDACTED REDACTED REDACTED**

Registration number: **REDACTED**

DUNS number: **REDACTED**

# Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

# 24th November 2021

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

**Call-off lot:**

**Lot 8 Infrastructure**

**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 including the Call-Off Special Terms and Call-Off Special Schedules.

1. Joint Schedule 1(Definitions and Interpretation) RM6187
2. 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 9 (Minimum Standards of Reliability)
	+ 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 5 (Pricing Details)
	+ 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 12 (Clustering)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility)
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 start date: 26th November 2021**

**Call-off expiry date: 25th July 2022**

**Call-off initial period: Nine (9) months with an optional three (3) month extension**

**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:

£2,000,000 (inclusive of extension options)

# 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

**REDACTED**

# Buyer’s invoice address

**REDACTED**

**REDACTED**

# Buyer’s authorised representative

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED** **REDACTED**

**REDACTED REDACTED**

**REDACTED**

# Buyer’s security policy

The Supplier must manage all work, including the security in storage and management of information, in line with Cabinet Office guidelines of the classification of information.

Information in relation to the ports may be classified as commercially sensitive and should be managed as such.

# Clearances

SC clearance is a requirement for all of the appointed Supplier’s operatives assigned to the Contract.

# Supplier’s authorised representative

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED REDACTED REDACTED REDACTED**

**REDACTED**

# Supplier’s contract manager

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

# Progress report frequency

Weekly management information reports will be produced for senior civil servants, demonstrating delivery progress, the status of the allocation of funds, the top risks to delivery, and any issues that need to be escalated.

Progress reports should contain details of forecast spent against resources as well as actuals.

# Progress meeting frequency

Weekly update and progress meetings are to be held with team leads to demonstrating delivery progress, the status of the allocation of funds, the top risks to delivery, and any issues that need to be escalated.

# Key staff

**REDACTED**

# 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

Cabinet Office Environmental Policy Nov 2010 available online at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/931371/Cabinet-Office-Environmental-Policy.pdf) [ment\_data/file/931371/Cabinet-Office-Environmental-Policy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/931371/Cabinet-Office-Environmental-Policy.pdf) ]

# 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**: Signature: **REDACTED**

Name: Role: Date:

**REDACTED**

**REDACTED**

25/11/2021

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

Name: **REDACTED**

Role: **REDACTED**

Date: 30 November 2021