

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

Guidance Note: The Parties' attention is drawn to the various guidance notes and information/schedules in square brackets to complete/settle prior to signing the Call Off Contract, which are highlighted in YELLOW in this document.

Before any Call Off Contract is entered, the Customer should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).

Customers awarding a Call Off Contract by way of a Further Competition Procedure should note that they are responsible for identifying any parts of the Supplier's response to the Customer's Statement of Requirements which are relevant to the Call Off Contract and incorporating them before signature. Alternatively (or in addition) the Supplier's whole response to the Statement of Requirements can be inserted in Call Off Schedule 2 (Services).

The guidance notes have been included to assist the Customer in completing the required information with sufficient detail, but are not exhaustive.

If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Call Off Order Form prior to those becoming the Call Off Contract, this will be agreed between the parties.

Delete this page before entering the Call Off Contract.

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 Management Consultancy Services Framework 2 (MCF2) dated **04 September 2018**.

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	ORR/CT/20-28
From	Office of Rail and Road ("CUSTOMER") [REDACTED] – ORR Procurement Manager
To	The Nichols Group Ltd ("SUPPLIER") [REDACTED] – Commercial Lead
Date	23 October 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 02 November 2020
1.2.	Expiry Date: End date of Initial Period: 31 March 2021 End date of Extension Period: 30 June 2021 Minimum written notice to Supplier in respect of extension: 20 days

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services)</p> <p><u>Proposed Objective:</u></p> <p>Acknowledging Highways England's existing P3M3 appraisal, assess Highways England's capability (comprising processes, organisation composition, technology to support decision making, and data/information) for planning and delivery of its capital enhancement portfolio of projects against an appropriate benchmark; with specific attention on the development phase of the project lifecycle;</p> <p>Understand and review the work undertaken in RP1 by Major Projects Directorate to develop their capability and assess the status of the current 'Delivery Transformation' activity so that ORR can inform its future monitoring requirements and Highways England can maximise its benefit from this programme of activity;</p> <p>Understand and review the governance and management of capital enhancement projects with attention to any variance between tiers, so that ORR can inform its future monitoring requirements and Highways England can maximise its enhancement programme benefits; and</p> <p>Help ORR and Highways England to deliver the achievement of its strategic objective of securing improved performance, efficiency and value for money.</p> <p><u>Scope</u></p> <p>The supplier is required to:</p> <p>Review Highways England's capability within the development phase of capital projects below 'Tier 1', including translation of client requirements into technical requirements;</p> <p>Understand and review how Project Controls are applied to Tier 1 projects and projects below 'Tier 1' considering the approach being adopted by the company to roll out and embed 'Integrated Project Controls' across the lifecycle of its projects;</p> <p>Review Highways England and its Supply Chain project controls capability and assurance within the development phase of enhancement projects below 'Tier 1';</p> <p>Consider best practice for similar work in comparable industries and assess Highways England's capability against an appropriate benchmark;</p> <p>Understand how the adopted procurement models "Regional Delivery Partnerships" and "Smart Motorways Alliance" contribute to the delivery of improved performance and value for money, avoiding review already undertaken by the Routes to Market;</p> <p>Assess whether the Delivery Transformation Programme will build the requisite capability to deliver the enhancement capital investment programme in RP2; and</p> <p>5</p>
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	<p>Make recommendations to ORR and Highways England on improvements both organisations could take to securing improved performance, efficiency and value for money.</p> <p><u>Outputs/Deliverables</u></p> <p>The Potential Provider shall deliver the following:</p> <ol style="list-style-type: none"> 1. an interim presentation/report of emerging findings; 2. a draft report for comment which details the findings, conclusions and recommendations; 3. a final report which incorporates the amendments from the ORR and Highways England; and 4. Set of slides covering background, method adopted, findings, recommendations and challenges.
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3. PROJECT PLAN

3.1.

Project Plan: In Call Off Schedule 4 (Project Plan)

The Supplier shall provide the Customer with a draft Project plan for Approval within 5 working Days from the Call Off Commencement Date.

Milestone	Deliverables	Milestone Date	Milestone Payments	Delay Payments
1	Inception meeting	Within week 1 of Contract Award	n/a	n/a
2	Plan setting out delivery of review	Within week 2 of Contract Award	n/a	n/a
3	Presentation of emerging findings	w/c11 January		n/a
4	Presentation of findings and recommendations	w/c 01 March	n/a	n/a
5	Draft Report for comments	w/c 01 March		n/a
6	Final reports, recommendations and deliverables	31 March 2021		n/a

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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied
4.2	Service Levels/Service Credits: Not applied
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

5. PERSONNEL

5.1	Key Personnel: <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> , Partner <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> , Principal Consultant <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> , Managing Consultant <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> , Managing Consultant <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> , Managing Consultant
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>The following is a breakdown of the agreed firm price of £295,800.00:</p>																																
<table border="1"> <thead> <tr> <th>Role Descriptor</th> <th>Number of days</th> <th>Daily Rate £ (exc VAT)</th> <th>Total £ (exc VAT)</th> </tr> </thead> <tbody> <tr> <td>Partner / Managing Director</td> <td>12.5</td> <td></td> <td></td> </tr> <tr> <td>Managing Consultant / Associate Director / Director</td> <td>87</td> <td></td> <td></td> </tr> <tr> <td>Principal Consultant</td> <td>86</td> <td></td> <td></td> </tr> <tr> <td>Senior Consultant / Manager</td> <td>0</td> <td>£0</td> <td>0</td> </tr> <tr> <td>Consultant</td> <td>0</td> <td>£0</td> <td>0</td> </tr> <tr> <td>Junior Consultant</td> <td>0</td> <td>£0</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td>£295,800</td> </tr> </tbody> </table>	Role Descriptor	Number of days	Daily Rate £ (exc VAT)	Total £ (exc VAT)	Partner / Managing Director	12.5			Managing Consultant / Associate Director / Director	87			Principal Consultant	86			Senior Consultant / Manager	0	£0	0	Consultant	0	£0	0	Junior Consultant	0	£0	0	TOTAL			£295,800	
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TOTAL			£295,800																														
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Payments to be as per milestone schedule at section 3.1 above. Milestone payments shall be made in arrears upon successful completion of the milestone.</p>																																
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>																																
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>ORR</p> <p>25 Cabot Square</p> <p>London</p>																																

	E14 4QZ Accounts.payable@orr.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): One Call Off Contract Years from the Call Off Commencement Date
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 applicable
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £295,800.00
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Default limits in clause 37.2.1
7.3	Insurance (Clause 38.3 of the Call Off Terms): Framework policies apply

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 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:

	Not applied
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: Fee rates are considered commercially sensitive

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: 21/09/20 Recital D - date of receipt of Call Off Tender: 12/10/20
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
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): [REDACTED]
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 25 Cabot Square, London E14 4QZ Supplier's postal address and email address: 7-8 Stratford Place, LONDON W1C 1AY
10.10	Transparency Reports

	In Call Off Schedule 13 (Transparency Reports) Not applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applicable
10.15	Processing Data Call Off Schedule 17 Customer Data Protection Officer: [REDACTED]@orr.go.uk Supplier Data Protection Officer: [REDACTED]@nichols.uk.com
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 Not applicable



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	
Signature	
Date	23 October 2020

For and on behalf of the Customer:

Name and Title	
Signature	
Date	27.10.20