# Crown Commercial Service

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

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

## Order Form

CALL-OFF REFERENCE: CCCC22A01

THE BUYER: Crown Commercial Service

BUYER ADDRESS 39 Old Hall Street, Liverpool, L3 9PP

THE SUPPLIER: Gartner UK Limited

SUPPLIER ADDRESS:Gartner Consulting, Tamesis, The Glanty, Egham, TW20 9AH

REGISTRATION NUMBER:02266016

DUNS NUMBER: 399661636

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Friday 11th March 2022.

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

### Call-off lot: Lot 2

### Call-off incorporated terms

* + 1. The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not 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) - Mandatory
  + Joint Schedule 2 (Variation Form) - Mandatory
  + Joint Schedule 3 (Insurance Requirements) - Mandatory
  + Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
  + Joint Schedule 6 (Key Subcontractors) - Optional
  + Joint Schedule 7 (Financial Difficulties)- Optional
  + Joint Schedule 8 (Guarantee) - Optional
  + Joint Schedule 10 (Rectification Plan) - Mandatory
  + Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports) - Optional
  + Call-Off Schedule 3 (Continuous Improvement) - Optional
  + Call-Off Schedule 5 (Pricing Details) - Optional
  + Call-Off Schedule 6 (ICT Services) - Optional
  + Call-Off Schedule 7 (Key Supplier Staff) - Optional
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.10)
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 special terms

* 1. Special Term 1. Further to the buyer evaluation the winning Supplier will be contacted to onboard from the 1st of March 2022, both Supplier and CCS will work at mutual risk c 5 days, to review materials, stakeholder interview and prepare for DDSR. This will happen while both parties proceed to contract signature on the 8th of March.
  2. Special Term 2. **Intellectual property**.
  3. Subject the core term clause 11 in the framework RM6187. Both parties have agreed that deliverables shall be used for the Buyer’s internal purposes and shall not be shared outside of, other government departments, audit and regulatory bodies. Sharing with third parties will be discussed on a case by case basis and subject to the Supplier’s consent. This enables the Service and learnings to be used by both parties yet protects confidential materials from being shared during and after the engagement.
  4. Special term 3 **Commercial Value**.
  5. The commercial value of the DDSR engagement between both parties was set from the competitive procurement, is £278,250 until the 31st of May 2022

**Call-off start date:**  11th March 2022

**Call-off expiry date:**  10th September 2022

## Call-off initial period: The contract will be for a 6 month period with the option to extend for two (2) periods of up to 3 months each, subject to further financial approval. The maximum contract value is £1,000,000.00 (exc VAT) including all extension options.

The Authority reserve the right not to spend all of the budget or invoke the extension options.

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

### 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:

To be Confirmed

### 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

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**

**Buyer’s invoice address**

Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**

**Buyer’s authorised representative**

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

### Buyer’s security policy

To be confirmed post award as part of Contract Management

**Supplier’s authorised representative**

1. **REDACTED TEXT under FOIA Section 40, Personal Information**
2. Gartner Consulting
3. UK Public Sector
4. Tamesis, The Glanty,
5. Egham, TW20 9AH

### Supplier’s contract manager

1. **REDACTED TEXT under FOIA Section 40, Personal Information**
2. Gartner Consulting
3. UK Public Sector
4. Tamesis, The Glanty,
5. Egham, TW20 9AH

### Progress report frequency

Due to the short nature of the engagement please provide weekly progress to update on the milestones with mitigations, and risks, on the last Thursday of every week.

### Progress meeting frequency

As above

**Key staff**

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

**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

To be confirmed

**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:

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Role:

Date:

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

Signature:

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Role:

Date: