

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

Order Form

CALL-OFF REFERENCE: Con_22828

THE BUYER: **Secretary of State**

BUYER ADDRESS
102 Petty France
London
SW1H 9AJ

THE SUPPLIER: North Highland UK Ltd

SUPPLIER ADDRESS: **8th and 9th Floor, 10 Bloomsbury Way,
London, WC1A 2SL**

REGISTRATION NUMBER: 04801815

DUNS NUMBER: 804665990 Rating: IR3

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 21st September 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy services.

CALL-OFF LOT(S):

MCF3 – Lot 1

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 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)
- 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 9 (Security)
- Call-Off Schedule 20 (Call-Off 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*

[None]

Call-off start date: 21st September 2023

Call-off expiry date: 20th October 2023

Call-off initial period: 4 Weeks

Call-off deliverables:

[REDACTED]

See further 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]

Call-off charges

[REDACTED]

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

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

[REDACTED]

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Not applicable

Progress meeting frequency

Not applicable

Key staff

[REDACTED]

Key subcontractor(s)

Not Applicable

Commercially sensitive information

N/A

Service credits

Not Applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[REDACTED]

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: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

CORE TERMS

| | |
|------------|------------|
| Core Terms | [REDACTED] |
|------------|------------|

JOINT SCHEDULES

| | |
|---|------------|
| Joint Schedule 1 (Definitions) | [REDACTED] |
| Joint Schedule 2 (Variation Form) | [REDACTED] |
| Joint Schedule 3 (Insurance Requirements) | [REDACTED] |

| | |
|--|------------|
| Joint Schedule 5 (Corporate Social Responsibility) | [REDACTED] |
| Joint Schedule 10 (Rectification Plan) | [REDACTED] |
| Joint Schedule 11 (Processing Data) | [REDACTED] |

CALL OFF SCHEDULES

| | |
|---|------------|
| Call-Off Schedule 4 (Call-Off Tender) | [REDACTED] |
| Call-Off Schedule 9 (Security) | [REDACTED] |
| Call-Off Schedule 20 (Call-Off Specification) | [REDACTED] |