

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 2 (RM6008) Lot 1 Business Consultancy** 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	Purchase Order Number
From	The Cabinet Office ("CUSTOMER")
To	Quo Imus Limited trading as QI Consulting Ltd ("SUPPLIER")
Date	05/06/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 08/06/2020
1.2.	Expiry Date: End date of Initial Period: the initial period will be for 40 days for up to 2 months 07/08/20 End date of Extension Period: the possibility of extension of 2 months running to 30/09/20 in line with the original proposal. Additional extension possible. Minimum written notice to Supplier in respect of extension: 1 Month Use of Management Consultancy Services 2 (RM6008) Lot 1 Business Consultancy Service Filter 24 Risk and Compliance

2. SERVICES

2.1	Services required:
	To provide Risk, Compliance and legal support for the Ventilator Project to the Cabinet Office
	<p>Provide risk, compliance and legal support including contract management advice on negotiating terms and conditions for the Ventilator project for COVID 19 in order to avoid challenge at close out of project</p> <ul style="list-style-type: none"> • Review of terms and conditions of purchase of components for the ventilator challenge • Assist the projects in identifying items that are eligible to be returned to manufacturers under terms and conditions of sale. • Assist projects in identifying suitable arrangements for return, onwards sale and disposal to maximise value for the Crown by minimising overall expense to the programme. • Provide contract advice to the projects around appropriate solution to achieve the aims above • Support the Cabinet Office and PA Consulting team as required <p>Initially 2 months 8th June - 7 August 2020 (40 days) With a possible extension until 30 September 2020 in line with the original proposal. This engagement is to be conducted outside of IR35</p>

3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
	n/a

4. CONTRACT PERFORMANCE

	Standards:	
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	No additional standards	
	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
	Performance Monitoring: Not applied	<i>Not applicable.</i>
	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms	

5. PERSONNEL

	Key Personnel: [REDACTED]
	Relevant Convictions (Clause 28.2 of the Call Off Terms): n/a

6. PAYMENT

	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Senior Consultant - £[REDACTED] excl VAT per working day
	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Invoicing monthly in arrears and BACS payment
	Reimbursable Expenses: Not permitted

	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Billing Address Needed</p>
	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>One Year Call Off Contract Years from the Call Off Commencement Date</p>
	<p>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:</p> <p>n/a</p>
	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>Initial Contract 40 days for up to 2 months</p> <p>The sum of [REDACTED] excl VAT</p> <p>Possible extension to 90 days over 4 months in line with the original proposal</p> <p>The sum of £ [REDACTED] excl VAT</p>
	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p>
	<p>Insurance (Clause 38.3 of the Call Off Terms):</p>

8. TERMINATION AND EXIT

	<p>Termination on material Default (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
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	<p>Termination without cause notice period (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p> <p>The period of thirty (30) Working Days in Clause 42.7 shall be amended to</p>
	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms</p>
	<p>Exit Management:</p> <p>Not applied</p>

9. SUPPLIER INFORMATION

	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>n/a</p>
	<p>Commercially Sensitive Information:</p> <p>All material relating to the Cabinet Office Ventilator Programme</p>

10. OTHER CALL OFF REQUIREMENTS

	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A</p>
	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p>
	<p>Security:</p> <p>n/a</p>
	<p>ICT Policy:</p> <p>To be provided by the Customer before the Commencement Date</p>

	Business Continuity & Disaster Recovery: Not applied
	NOT USED
	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Cabinet Office 1 Horseguards Road London SW1A 2HQ Supplier's postal address and email address: Quo Imus Limited Trading as Qi Consulting Chinaworks 100 Black Prince Road London SE1 7SJ
	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
	Call Off Tender: In Schedule 16 (Call Off Tender)
	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)
	Staff Transfer

	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
	Processing Data Call Off Schedule 17


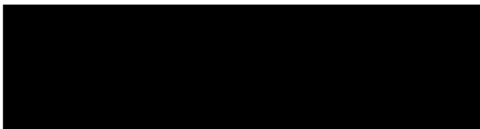
FORMATION OF CALL OFF CONTRACT

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.




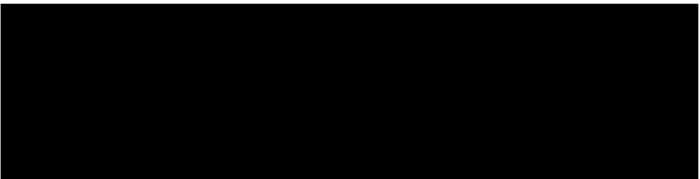
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	 - Director
Signature	
Date	

For and on behalf of the Customer:

Name and Title	   – Government Chief Commercial Officer
Signature	
Date	25.06.20