

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 a delivery partner to support the design stage for a converged 7 Force ICT infrastructure dated 4th June 2020.

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	TBA/Contract Ref 7F006b
From	The Police and Crime Commissioner for Kent, Police HQ, Sutton Road, Maidstone ME15 9BZ ("CUSTOMER")
To	ATOS IT SERVICES LTD MID CITY PLACE, 71 HIGH HOLBORN, LONDON, WC1V 6EA ("SUPPLIER")
Date	9 June 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 8 June 2020
1.2.	Expiry Date: Completion by 10 July 2020 or as directed by Mr Mark Gilmartin

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) 7F ICT Convergence Consultancy as detailed in 7 Forces ICT Convergence - Outline Business Case Refresh. Version 1 dated 4 June 2020. Location as directed by our Project Manager Fixed price of £79,984 excluding VAT. Invoice Payment Plan
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	[REDACTED]
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3. PROJECT PLAN

3.1.	Project Plan: As detailed in the proposal and as varied by Mr Mark Gilmartin
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4. CONTRACT PERFORMANCE

4.1.	Standards: N/A
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: As per stated Framework Terms and Conditions

5. PERSONNEL

5.1	Key Personnel: As detailed in the Tenderers response
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): £79,984 In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):

	BACS Payment on completion In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Inclusive of all expenses payable.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): As detailed in the supporting PO
6.5	Call Off Contract Charges fixed for the duration of the work scope
6.6	Supplier periodic assessment of Call Off Contract N/A
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 £79,984
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms): As per Framework Terms and Conditions

8. TERMINATION AND EXIT

8.1	Termination on material Default As per Clause 42.2 of the Call Off Terms
8.2	Termination without cause notice period As per Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: N/A

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: N/A
9.2	Commercially Sensitive Information: NDA agreed and in place

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): [Not required]
10.3	Security: NDA in place.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data As per Clause 35.2.3 of the Call Off Terms):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: As detailed above Supplier's postal address and email address: As detailed above

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) N/A
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: N/A
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) As per ATOS response to the ITT
10.13	Publicity and Branding As per Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer N/A
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM N/A

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	Jon Mottershead Jon Mottershead
Signature	
Date	Jun 9, 2020

For and on behalf of the Customer:

Name and Title	<small>Mark Gilmartin Director of</small> MV Gilmartin
Signature	
Date	Jun 9, 2020

Call Off Contract ICT Convergence

[REDACTED]	[REDACTED]

[REDACTED]

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Cal Off Agreement

Final Audit Report

[Redacted]

[Redacted]	[Redacted]

[Redacted]

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