

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 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	To be completed by Customer post award
From	Department of Health and Social Care ("CUSTOMER")
To	Baringa Partners LLP ("SUPPLIER")
Date	Friday 25 th September 2020

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The Contract is deemed to have started on Monday 7 th September 2020.
1.2.	Expiry Date: End date of Contract Period: Friday 18 th December 2020.

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer a draft Project Plan upon request.
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4. CONTRACT PERFORMANCE

4.1.	Standards:
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	In Clause 11 (Standards and Quality)
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: REDACTED
5.2	Relevant Convictions Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment shall be made on a monthly basis, payment can only be made following satisfactory delivery of pre-agreed deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
6.3	Reimbursable Expenses: Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

	The duration of the contract term including any extension options.
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 £2,381,960.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In line with clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall 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: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information:

	The proposal submission including the commercial information submitted by the supplier is considered commercially sensitive information.
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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: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Not applicable
10.15	Processing Data

Call Off Schedule 17	
REDACTED	
Contract Reference:	CCCC20B45
Date:	24/09/2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certific Nationality Education & training history

		<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</p>	

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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	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED