

Crown Commercial Service

Call Off Order Form for Management Consultancy Services – MHCLG Queen Elizabeth II Consultancy services called off against the Management Consultancy 2 framework agreement

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – [TEMPLATE] 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 **Consultancy Services for the Queen Elizabeth II Conference Centre** dated **19 February 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	CPD4120114
From	Ministry of Housing, Communities and Local Government (MHCLG) ("CUSTOMER")
To	Deloitte MCS Limited ("SUPPLIER")
Date	Monday 2nd March 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 2nd March 2020
1.2.	Expiry Date: Friday 10th April 2020 End date of Initial Period: Friday 10th April 2020 End date of Extension Period: Monday 11th May 2020 Minimum written notice to Supplier in respect of extension: If an extension period is required, the Authority shall inform the Supplier by Friday 3rd April 2020

2. SERVICES

2.1 Services required:

The Authority Statement of requirements are attached to this section (as shown below).



Appendix C - Call Off
Terms and Conditions

The Suppliers' response is included below.

REDACTED

3. PROJECT PLAN

3.1.	Project Plan: Not Applicable
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Required
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: Supplier Key delivery team (throughout the contract) REDACTED The Authority's Team REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Used

6. PAYMENT

6.1	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)
6.2	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) The Supplier may invoice for part payments I.e. the cost for each Milestone as detailed within their commercial proposal, as and when a Milestone has been successfully completed and confirmed by the Customer.
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN. All invoices must include a valid PO number and a full transparent breakdown of all charges.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full term of the call-off including any extensions.
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: N/A - Call Off Contract Charges are fixed for the full Call off Contract Period including any extensions.

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
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The assignment shall be delivered for a total Firm Price of £139,200. The Supplier's commercial proposal is attached below. REDACTED
7.2	Supplier's limitation of Liability In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional indemnity £10 million Public liability £10 million Employers liability £10 million

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause Error! Reference source not found. shall be amended to 10 working days
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. 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:

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): [Recital C: Statement of requirements date 13 th January 2020. Recital D: Call Off Tender date 27 th January 2020.
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: To be provided by the Customer before the Commencement Date
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 5 working days.
10.7	NOT USED
10.8	Protection of Customer Data (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: Fry Building, 2 Marsham Street, London, SW1P 4DF. REDACTED Supplier's postal address and email address: Deloitte MCS Limited, 1New Street Square, London, EC4A 3HQ

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: In Call Off Schedule 14 (Alternative and/or additional provisions)
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) NA
10.14	Staff Transfer Not Required
10.15	Processing Data Not applicable
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 – Not Applicable

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	
Date	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	
Date	