



Crown  
Commercial  
Service

---

**Call Off Order Form for  
Management Consultancy Framework Agreement  
RM3745  
Provision of Consultancy for Client Side Technical  
Support  
To  
Office of Government Property  
From  
Deloitte LLP  
Contract Reference CCCC19A91**

---

## FRAMEWORK SCHEDULE 4

### CALL OFF ORDER FORM AND CALL OFF TERMS

#### 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 **RM3745** dated 21<sup>st</sup> November 2017. This Call Off Order Form relates to the Provision of Consultancy for Client Side Technical Support.

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 Call Off Order Form and the Call Off Terms.

|                     |  |
|---------------------|--|
| <b>Order Number</b> | To be confirmed post contract award                  |
| <b>From</b>         | Office of Government Property<br><b>("CUSTOMER")</b> |
| <b>To</b>           | Deloitte LLP<br><b>("SUPPLIER")</b>                  |

#### SECTION B

#### CALL OFF CONTRACT PERIOD

|             |   |
|-------------|---|
| <b>1.1.</b> | <b>Commencement Date:</b> 27 <sup>th</sup> November 2019                      |
|             | <b>Expiry Date:</b><br>End date of Initial Period 27 <sup>th</sup> March 2020 |

#### SERVICES

|            |   |
|------------|---|
| <b>2.1</b> | <b>Services required:</b> (Call Off Schedule 2 (Services))<br>See Attachment 3 Redacted |
|------------|---|

#### PROJECT PLAN

|             |   |
|-------------|---|
| <b>3.1.</b> | <b>Project Plan:</b> Call Off Schedule 4 (Project Plan)<br>See Section 5 and 6 Redacted |
|-------------|---|

## CONTRACT PERFORMANCE

|             |  |
|-------------|--|
| <b>4.1.</b> | <b>Standards:</b><br>See Clause 11 of the Call Off Terms.<br>See Section 13 Redacted         |
| <b>4.2</b>  | <b>Service Levels/Service Credits:</b><br>Not applied  |
| <b>4.3</b>  | <b>Critical Service Level Failure:</b><br>Not applied  |
| <b>4.4</b>  | <b>Performance Monitoring:</b><br>See Sections 6, 8 and 13 Redacted                          |
| <b>4.5</b>  | <b>Period for providing Rectification Plan:</b><br>In Clause 39.2.1(a) of the Call Off Terms |

## PERSONNEL

|            |  |
|------------|--|
| <b>5.1</b> | <b>Key Personnel:</b><br><u>Customer</u><br>Redacted<br><u>Supplier</u><br>Redacted                      |
| <b>5.2</b> | <b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):<br>In Clause 28.2 of the Call Off Terms |

## PAYMENT

|            |   |
|------------|---|
| <b>6.1</b> | <b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): (Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))<br>Redacted   |
| <b>6.2</b> | <b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS) Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))<br>See Section 15 Redacted   |
| <b>6.3</b> | <b>Reimbursable Expenses:</b><br>Permitted<br><br>The base location of the Services will be carried out at the OGP offices in Redacted. Expenses to the Base Location should be included in the day rates. Expenses to other locations will be paid in line the Customer's Travel & Subsistence policy and should be agreed in advance of travel. |
| <b>6.4</b> | <b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>Redacted  |
| <b>6.5</b> | <b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>The full term of the Contract.  |
| <b>6.6</b> | <b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:<br>Not applied   |
| <b>6.7</b> | <b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>Not Permitted  |

## LIABILITY AND INSURANCE

|            |  |
|------------|--|
| <b>7.1</b> | <b>Estimated Year 1 Call Off Contract Charges:</b><br>The sum of £376,600.00 exc. VAT.                                     |
| <b>7.2</b> | <b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);<br>In Clause 37.2.1 of the Call Off Terms |
| <b>7.3</b> | <b>Insurance</b> (Clause 38.3 of the Call Off Terms):<br>In Clause 38.3 of the Call Off Terms                              |

## TERMINATION AND EXIT

|            |   |
|------------|---|
| <b>8.1</b> | <b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms):<br>In Clause 42.2.1(c) of the Call Off Terms   |
| <b>8.2</b> | <b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):<br>In Clause 42.7.1 of the Call Off Terms |
| <b>8.3</b> | <b>Undisputed Sums Limit:</b><br>In Clause 43.1.1 of the Call Off Terms   |
| <b>8.4</b> | <b>Exit Management:</b><br>In Clause 46.5 and Call Off Schedule 9 (Ext Management)  |

## SUPPLIER INFORMATION

|            |  |
|------------|--|
| <b>9.1</b> | <b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b><br>Not applied |
| <b>9.2</b> | <b>Commercially Sensitive Information:</b><br>Not applied                                    |

## OTHER CALL OFF REQUIREMENTS

|       |  |
|-------|--|
| 10.1  | <p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p> <p>Recital C - date of issue of the Statement of Requirements: 22<sup>nd</sup> October 2019</p> <p>Recital D - date of receipt of Call Off Tender: 5<sup>th</sup> November 2019</p> |
| 10.2  | <p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>   |
| 10.3  | <p><b>Security:</b></p> <p>Short form security requirements shall apply.</p> <p>The Customer will require non-disclosure agreement if access to information about certain sensitive projects or programs.</p>  |
| 10.4  | <p><b>ICT Policy:</b></p> <p>Not applied</p>   |
| 10.5  | <p><b>Testing:</b></p> <p>Not applied</p>  |
| 10.6  | <p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b><br/>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A</p>                         |
| 10.7  | NOT USED   |
| 10.8  | <p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>In Clause 35.2.3 of the Call Off Terms</p>   |
| 10.9  | <p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address: Redacted</p> <p>Supplier’s postal address: Redacted</p>   |
| 10.10 | <p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>Not applied</p>  |
| 10.11 | <p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b></p> <p>Not applied</p>  |

|   |  |                            |                  |              |                                      |   |                |  |   |                      |   |
|---|--|----------------------------|------------------|--------------|--------------------------------------|---|----------------|--|---|----------------------|---|
| 10.12                                       | <b>Call Off Tender:</b><br>Call Off Schedule 16<br>See Call Off Order Form Redacted  |                            |                  |              |                                      |   |                |  |   |                      |   |
| 10.13                                       | <b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b><br>In Clause 36.3.2 of the Call Off Terms  |                            |                  |              |                                      |   |                |  |   |                      |   |
| 10.14                                       | <b>Staff Transfer</b><br>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).  |                            |                  |              |                                      |   |                |  |   |                      |   |
| 10.15                                       | <ol style="list-style-type: none"> <li>1. The contact details of the Customer Data Protection Officer is:<br/><br/><b>To be confirmed post contract award</b></li> <li>2. The contact details of the Suppliers Data Protection Officer is:<br/><br/><b>To be confirmed post contract award</b></li> <li>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</li> <li>4. Any such further instructions shall be incorporated into this Schedule.</li> </ol> <table border="1" data-bbox="347 1081 1406 1915"> <tr> <td data-bbox="347 1081 541 1200"><b>Contract Reference:</b></td> <td data-bbox="541 1081 1406 1200" style="text-align: center;"><b>CCCC19A91</b></td> </tr> <tr> <td data-bbox="347 1200 541 1294"><b>Date:</b></td> <td data-bbox="541 1200 1406 1294" style="text-align: center;"><b>27<sup>th</sup> November 2019</b></td> </tr> <tr> <td data-bbox="347 1294 541 1503"><b>Description Of Authorised Processing</b></td> <td data-bbox="541 1294 1406 1503" style="text-align: center;"><b>Details</b></td> </tr> <tr> <td data-bbox="347 1503 541 1756">Identity of the Controller and Processor</td> <td data-bbox="541 1503 1406 1756">The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td data-bbox="347 1756 541 1915">Use of Personal Data</td> <td data-bbox="541 1756 1406 1915">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> </table> | <b>Contract Reference:</b> | <b>CCCC19A91</b> | <b>Date:</b> | <b>27<sup>th</sup> November 2019</b> | <b>Description Of Authorised Processing</b> | <b>Details</b> | 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. |
| <b>Contract Reference:</b>                  | <b>CCCC19A91</b>   |                            |                  |              |                                      |   |                |  |   |                      |   |
| <b>Date:</b>                                | <b>27<sup>th</sup> November 2019</b>   |                            |                  |              |                                      |   |                |  |   |                      |   |
| <b>Description Of Authorised Processing</b> | <b>Details</b>   |                            |                  |              |                                      |   |                |  |   |                      |   |
| 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 Award plus 7 years.   |
|  | Nature and purposes of the processing | To enable the transfer of information and communications between the parties to this contract   |
|  | Type of Personal Data                 | Full name<br>Workplace address<br>Workplace Phone Number<br>Workplace email address<br>Names<br>Job Title<br>Compensation<br>Tenure Information Qualifications or certifications<br>Nationality<br>Education & training history<br>Previous work history<br>Personal Interests<br>References and referee details<br>Driving license details<br>National insurance number<br>Bank statements<br>Utility bills<br>Job title or role<br>Job application details<br>Start date<br>End date & reason for termination<br>Contract type<br>Compensation data<br>Photographic facial Image<br>Biometric data<br>Birth certificates<br>IP address<br>Details of physical and psychological health or medical condition<br>Next of kin & emergency contact details<br>Record of absence, time tracking & annual leave |



|              |                                |                                  |  |
|--------------|--------------------------------|----------------------------------|--|
|              |                                | Categories<br>of Data<br>Subject | Current personnel<br>Consultants<br>Customers<br>Suppliers |
| <b>10.16</b> | <b>MOD DEFCONs and DEFFORM</b> |                                  |  |
|              | Not applied                    |                                  |  |

## 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           | 26 <sup>th</sup> November 2019 |

**For and on behalf of the Customer:**

|                |                  |
|----------------|------------------|
| Name and Title | Redacted         |
| Signature      | Redacted         |
| Date           | 20 December 2019 |