



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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 [*4th September 2017/21st November 2017*].

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.

Order Number	[]
From	Department of Health & Social Care DHSC Department of Health & Social Care Quarry House, Quarry Hill, Leeds, LS2 7UE ("CUSTOMER")
To	Deloitte LLP 1 New Street Square London EC4A 3HQ ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 01.07.2020
	Expiry Date: End date of Initial Period 01.10.2020 End date of Extension Period 01.11.2020 Minimum written notice to Supplier in respect of extension: 1 week

SERVICES

2.1	Services required: Redacted A. <i>Situational review and options</i> Redacted B. <i>Contingency planning</i> Redacted
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
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CONTRACT PERFORMANCE

4.1. Standards:	In Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions).
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

PERSONNEL

5.1 Key Personnel:	Redacted
5.2 Relevant Convictions (Clause 28.2 of the Call Off Terms):	

PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Redacted</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Department of Health and Social Care 39 Victoria Street London SW1H 0EU</p> <p>Or email: MB-PaymentQueries@dhsc.gov.uk</p> <p>Within 10 Working Days of receipt of your countersigned copy of this order form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to MB-PaymentQueries@dhsc.gov.uk</p>

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)): Department of Health and Social Care 39 Victoria Street London SW1H 0EU
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
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: Redacted
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)): Permitted

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Redacted
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms)

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
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8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

SUPPLIER INFORMATION

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

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: [Short form security requirements in Schedule 7]
10.4	ICT Policy: Not applied
10.5	Testing: Not applied

10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions).
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): <input type="checkbox"/>
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: DHSC Department of Health & Social Care Quarry House, Quarry Hill, Leeds, LS2 7UE Supplier’s postal address and email address: Deloitte LLP, 1 New Street Square, London, EC4A 3HQ
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	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): Not applied
10.12	Call Off Tender: In Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) <input type="checkbox"/>
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM 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	Redacted
Date	Redacted

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	Redacted