



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 Due Diligence Activities for PortalPlanQuest dated **17/07/2020**

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 Call Off Order Form and the Call Off Terms.

Order Number	CPD 004 121 071
From	Ministry of Housing Communities and Local Government ("CUSTOMER")
To	KOSI Corporation ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 20/07/2020
	Expiry Date: End date of Initial Period 10th August 2020 End date of Extension Period – 3 weeks from initial contract end date (31 st August 2020) Minimum written notice to Supplier in respect of extension: 2 working days

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) To conduct Due Diligence activities into the preferred buyer of Terraquest in accordance with the Statement of Requirement (Appendix B) and the Due Diligence Criteria at Annex 2.
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PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Supplied as part of tender submission response to Question 5 of Appendix D</p> <table border="1" data-bbox="331 651 1396 1218"> <thead> <tr> <th data-bbox="331 651 826 689">Week</th><th data-bbox="826 651 1396 689">Activity</th></tr> </thead> <tbody> <tr> <td data-bbox="331 689 826 981">1</td><td data-bbox="826 689 1396 981"> Mobilisation workshop Preparation of comprehensive information request to address information gaps Establish confidential online e-room for data sharing Retrieve initial information Conference with MHCLG Initial meeting with prospective buyer Progress Report </td></tr> <tr> <td data-bbox="331 981 826 1182">2</td><td data-bbox="826 981 1396 1182"> Analysis Conference discussions Stress testing Forensic retrieval of information re. litigation and reputation Final Draft Report and presentation of findings </td></tr> <tr> <td data-bbox="331 1182 826 1218">3</td><td data-bbox="826 1182 1396 1218">Final Agreed Report Delivered</td></tr> </tbody> </table>	Week	Activity	1	Mobilisation workshop Preparation of comprehensive information request to address information gaps Establish confidential online e-room for data sharing Retrieve initial information Conference with MHCLG Initial meeting with prospective buyer Progress Report	2	Analysis Conference discussions Stress testing Forensic retrieval of information re. litigation and reputation Final Draft Report and presentation of findings	3	Final Agreed Report Delivered
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CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Not applied</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p>

	The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to three 3 Working Days
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PERSONNEL

5.1	Key Personnel: [Redacted]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

PAYMENT

6.1	Call Off Contract In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) In accordance with Appendix E Pricing
6.2	Payment terms/profile In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment via purchase order upon completion of all services under the contract
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN
6.5	Call Off Contract Charges fixed for duration of contract
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 applied
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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £28,850
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): The percentage of "80%" in Clause 42.2.1(c) shall be amended to 120%
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to 3 working days
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: All the information set out in Annex 2, including but not limited to business plans, sources of finance, identity of preferred buyer.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E
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	Recital C - date of issue of the Statement of Requirements: 29/06/2020 Recital D - date of receipt of Call Off Tender: 9th July 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: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
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: Ministry of Housing Communities and Local Government 2 Marsham Street London Commercial@communities.gov.uk Supplier's postal address and email address: KOSI Corporation Head Office: KOSI House, The Old Gasworks, Newry, County Down BT34 2DH Northern Ireland Tel: [Redacted] Email; [Redacted]

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not applied						
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)						
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						
	<p>1. The contact details of the Customer Data Protection Officer is: [Redacted] The contact details of the Suppliers Data Protection Officer is: [Redacted]</p> <p>2. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>3. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1"> <tr> <td>Contract Reference:</td><td>CPD 004 121 071</td></tr> <tr> <td>Date:</td><td>29/06/2020</td></tr> <tr> <td>Description Of</td><td></td></tr> </table>	Contract Reference:	CPD 004 121 071	Date:	29/06/2020	Description Of	
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	Authorized Processing	
	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer (MHCLG) is the Controller and the Contractor is the Processor in accordance with Clause 13.1.
	Use of Personal Data	Personal and potentially sensitive personal data (name, address date of birth, NI numbers, qualifications, e mail and telephone numbers) relating to company directors, which may include information regarding criminal convictions.
	Duration of the processing	For the duration of the contract, until completion of the final report to the satisfaction of the Authority, after which the data should be destroyed securely, within one month of the completion of the work.
	Nature and purposes of the processing	To conduct due diligence on the buyer of Terequest to ensure that they are a suitable partner in the Planning Portal. As data processor the Contractor will securely process (and store) all personal data only on servers within the UK
	Type of Personal Data	Name, work address, address, date of birth, NI numbers, qualifications, e mail address and telephone numbers, contact details including work phone number, financial dealings, business interests and any declarations relating to criminal convictions, and tax avoidance. (and all other matters as specified in Annex 2)
	Categories of Data Subject	Personal data and potentially information regarding criminal convictions.
10.16	MOD DEFCONs and DEFFORM	

	Call Off Schedule 15																															
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>DEFFORMs</p> <table border="1"> <thead> <tr> <th>DEFFORM No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>[insert text of applicable DEFCONs and DEFFORMs]</p>			DEFCON No	Version	Description													DEFFORM No	Version	Description												
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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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	