

## **Crown Commercial Service**

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### **Call Off Order Form for Management Consultancy Services**

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**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 of **commercial consultancy** dated **4<sup>th</sup> 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	<b>TBC</b>
From	<b>Geospatial Commission</b> <b>[REDACTED]</b> <b>("CUSTOMER")</b>
To	<b>TP Group Plc</b> <b>[REDACTED]</b> <b>("SUPPLIER")</b>
Date	<b>24/07/2020</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 27/07/2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 26/09/2020  End date of Extension Period: <b>N/A</b>  Minimum written notice to Supplier in respect of extension: <b>N/A</b>

#### 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)
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#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Call off Schedule 2
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> To be agreed during the kick off meeting.
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): <b>N/A</b>

#### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Maximum Contract Value of up to £100,000.00. Anticipated spend based on Supplier's Proposal outlined within Call Off Schedule 3 is £85,830.00 including all expenses, but excluding VAT.
<b>6.2</b>	<b>Payment terms/profile</b> (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). Payment will be via BACS. The Supplier will invoice in arrears on provision of key deliverables. The Customer will pay invoices upon receipt and acceptance of the key deliverables.

<b>6.3</b>	<b>Reimbursable Expenses:</b> Not Permitted.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  <u>[REDACTED]</u> 100 Parliament Street London SW1A 2BQ
<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)): The duration of the Call off 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:  <b>N/A</b>
<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)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £ <b>85,830.00 including all expenses but excluding VAT.</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):  <b>Framework agreement clause 31 (insurance). The Supplier's standard business insurance will apply.</b>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms
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<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> N/A
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Call of Schedule 3

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Call Off Schedule 7 (Security) short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied

<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be <b>5 working days</b> .
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): <b>Schedule 17</b>
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: 100 Parliament Street London SW1A 2BQ [REDACTED] Supplier’s postal address and email address: A2/1064 Cody Technology Park Old Ively Road Farnborough Hampshire GU14 0LX [REDACTED]
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> <b>N/A</b>
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> <b>As per Clause 36.3</b>
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10.
<b>10.15</b>	<b>Processing Data</b>

	Call Off Schedule 17
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  N/A



## 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]