



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

Provision of management consultancy services to support development
and design of Housing Support

Contract Reference: Project_24407

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 Lot 5 Health & Community consultancy services** dated *21st November 2017*.

The Supplier agrees to supply the Services specified below 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	24407
From	Secretary of State for Work and Pensions Caxton House, Tothill Street, London, SW1 HQA ("CUSTOMER")
To	Social Finance Ltd, a company incorporated with company number 06402143, with a registered office at 92 Albert Embankment, 9th Floor, Tintagel House, London, UK, SE1 7TY (" SUPPLIER ")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 3 September 2021
	Expiry Date: End date: 31 st March 2022. End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1	<p>Services required:</p> <p>The Services specified for Lot 5 Health and Community, as specified in Schedule 2 or the Framework Agreement.</p> <p>The Services specified to be provided by the Supplier in the statement of requirements embedded below (the “Statement of Requirements”), as further defined in the Call-Off Tender.</p> <div data-bbox="365 533 424 595" data-label="Image"> </div> <p>Statement of Requirements.docx</p> <p>There will be a natural break point on satisfactory completion of the whole of phase 1 and subject to departmental and ministerial decision to proceed.</p>
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PROJECT PLAN

3.1.	<p>Project Plan: In Call Off Schedule 4 (Project Plan)</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 working days from the Call Off Commencement Date.</p>
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CONTRACT PERFORMANCE

4.1.	Standards: The standard specified in section 11 (Quality) of Annex 1 of the Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Weekly checkpoint meeting to review progress against planned deliverables and associated milestone payments.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: <u>Customer</u> REDACTED <u>Supplier</u> REDACTED Tintagel House, 92 Albert Embankment, London, SE1 7TY
5.2	Relevant Convictions

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) Total Contract Value - £289,400
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment terms will be aligned to the Pricing Schedule embedded above, with milestone payment subject to the satisfactory completion of the agreed deliverables for each phase.
6.3	Reimbursable Expenses: Permitted The base location is Caxton House, Tothill Street, London, SW1H 9NA.

	Expenses for any other location will be paid in line with the Authorities expenses policy. Current expectation is that the majority of work will be carried out remotely.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool FY5 3TA APinvoices-DWP-U@sscl.gse.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call Off Contract Period
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 applicable
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 £289,400.00
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
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: Not applicable

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 6th August 2021. Recital D - date of receipt of Call Off Tender: 23rd August 2021.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: 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: Caxton House, Tothill Street, London, SW1H 9NA professional.services@dpw.gov.uk Supplier's postal address and email address: Tintagel House, 92 Albert Embankment, London, SE1 7TY Jonathan.Flory@socialfinance.org.uk As from 30th September 2021, Supplier's address is:

	Social Finance Limited, First Floor, Myers Buildings, 87 Vauxhall Walk, London SE11 5HJ
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 – see previous reference to fixed price arrangement.
10.12	Call Off Tender: Call Off Schedule 16  DWP housing guarantee_Social Fir
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). Centrus Financial Advisers Limited) 85 Queen Victoria Street London EC4V 4AB
10.15	Processing Data Call Off Schedule 17 1. The contact details of the Customer Data Protection Officer is REDACTED 2. The contact details of the Suppliers Data Protection Officer is: REDACTED 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. 

	Contract Reference:	Project 24407
	Date:	3 rd September 2021
	Description Of Authorised Processing	Details
	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 Call-Off Contract.
	Use of Personal Data	Managing the obligations under the Call Off Contract, including exit management, and other associated activities.
	Duration of the processing	For the duration of the Call-Off Contract plus 7 years.
	Nature and purposes of the processing	Processing pursuant to managing the Call-Off Contract.
	Type of Personal Data	We will not be sharing any personal data. We will share aggregated data relevant to housing benefits and Universal Credit and any other relevant variables.

	Categories of Data Subject	As above

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 Director, Authorised Signatory
Signature	
Date	3 rd September 2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	
Date	