

**Crown Commercial Service**

---

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

---

**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 Provision of Consultancy for SSRM Programmes – Wave 2 dated 27.03.2019.

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>To be advised by the Contracting Authority post award</b>
From	<b>Cabinet Office</b> <b>("CUSTOMER")</b>
To	<b>4C Associates Ltd</b> <b>("SUPPLIER")</b>
Date	<b>Monday 1<sup>st</sup> April 2019</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> <b>Monday 1<sup>st</sup> April 2019</b>
1.2.	<b>Expiry Date:</b> End date of Initial Period: <b>31<sup>st</sup> March 2020</b> End date of Extension Period: <b>30<sup>th</sup> September 2020</b> Minimum written notice to Supplier in respect of extension: <b>1 month</b>

#### 2. SERVICES

2.1.	<b>Services required:</b> In Call Off Schedule 2 (Services)
------	--

#### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 21 Working Days from the Call Off Commencement Date</p>
-------------	--

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Call Off Schedule 2 Annex 1, Attachment 3 – Statement of Requirements Section 10 Quality.</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

#### 5. PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><b>Cabinet Office:</b> REDACTED</p> <p><b>4C associates Ltd:</b> REDACTED</p>
<b>5.2</b>	<p><b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b></p> <p>Not Applied</p>

#### 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b></p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.2</b>	<p><b>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</b></p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>

<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted Expenses to and from the base location shall be included in the Supplier's submission. Reimbursable expenses are permitted for travel paid directly by the relevant CGD excluding the base location as per the Statement of Requirements.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>REDACTED</b>
<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 contract term including any extension options.
<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: Every 6 months of each Call Off Contract Year during the Call off Contract Period
<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 estimated year 1 call off contract charges are £1,000,000. The Authority reserves the right not to spend the full contract value.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); 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): In clause 38.3 of the Call Off Terms

## 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
<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> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Call Off tender and the Call Off contract charges will be deemed as commercially sensitive information.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: <b>Tuesday 5<sup>th</sup> February 2019</b> Recital D - date of receipt of Call Off Tender: <b>Tuesday 19<sup>th</sup> February 2019</b>
<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> Refer to Call Off Schedule 7: Security Short Form – Paragraphs 1 To 5
<b>10.4</b>	<b>ICT Policy:</b> This will be provided prior to the Commencement Date
<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>N/A</b>
<b>10.7</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Refer to Clause 35.2.3 of the Call Off Terms
<b>10.8</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: <b>REDACTED</b> Supplier’s postal address and email address: <b>REDACTED</b>  Email: <b>REDACTED</b>

<b>10.9</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.10</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> The actual budget for each CGD will be agreed with the successful bidder during mobilisation, this is the result of the potential resources requirements differing per CGD.
<b>10.11</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)
<b>10.12</b>	<b>Publicity and Branding:</b> In Clause 36.3.2 of the Call Off Terms
<b>10.13</b>	<b>Staff Transfer</b> Not applicable
<b>10.14</b>	<b>Processing Data</b> Call Off Schedule 17  <b>Customer Data Protection Officer</b> <b>REDACTED</b>  <b>Supplier Data Protection Officer</b> <b>REDACTED</b>

<b>Contract Reference:</b>	<b>CCCC19A10</b>
<b>Date:</b>	<b>27.03.2019</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 Contract plus 7 years.

Nature and purposes of the processing	To ensure the data is only utilised to carry out the services for this contract.	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job title Job title or role	

## 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	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	27.03.2019

### For and on behalf of the Customer:

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	21.05.2019