**Crown Commercial Service**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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12/08/2013

**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 Management Consultancy Framework Two (MCF2) RM6008 Lot 2, dated 04 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 | **To be confirmed by the Customer post contract award** |
| From | **Government Property Agency**  **("CUSTOMER")** |
| To | **Deloitte LLP**  **("SUPPLIER")** |
| Date | **16th July 2021**  **("DATE")** |

**SECTION B**

1. **CALL OFF CONTRACT PERIOD**

|  |  |
| --- | --- |
|  | **Commencement Date**:  **26th July 2021** |
|  | **Expiry Date**:  End date of Initial Period: **12 weeks from the Commencement Date (11th October 2021)**  End date of Extension Period: **Up to 12 weeks following the end date of the Initial Period**  Minimum written notice to Supplier in respect of extension: **2 weeks** |

1. **SERVICES**

|  |  |
| --- | --- |
| **2.1** | **Services required**:  In Call Off Schedule 2 (Services)    As stated at Annex A – Statement of Requirements. |

1. **PROJECT PLAN**

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**: [In Call Off Schedule 4 (Project Plan)]  The Supplier shall provide the Customer with a draft Project Plan for Approval within [5] Working Days from the Call Off Commencement Date. |

1. **CONTRACT PERFORMANCE**

|  |  |
| --- | --- |
| **4.1** | **Standards**:  See Clause 11 (Standards and Quality) 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:**  The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days. |

1. **PERSONNEL**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel:**  **Customer:**  WSTP Commercial and Procurement Lead  **Supplier:**  [REDACTED] |
| **5.2** | **Relevant Convictions**  (Clause 28.2 of the Call Off Terms): Not Applied |

1. **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)  The contract deliverables firm prices are stated at Annex B.  The rate card that shall apply, including to any contract extension, is stated at Annex C. |
| **6.2** | **Payment terms/profile** (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) |
| **6.3** | **Reimbursable Expenses**:  Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  GPA Property Partner  GPA Property Partner Accounts Team  Montagu Evans LLP  Exchange Tower  19 Canning Street  Edinburgh  EH3 8EG |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the full contract term including any extension periods. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. **LIABILITY AND INSURANCE**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £327,250.00 excluding VAT. |
| **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) will apply |

1. **TERMINATION AND EXIT**

|  |  |
| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2 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 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In clause 46.5.1 |

1. **SUPPLIER INFORMATION**

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  Clause 35.4.8 may apply  The Supplier considers any information relating to personal information (CV’s, contact details etc.), to its pricing, that contains details of its cost base or insurance arrangements, that relates to its proprietary information as well as its approach and/or its methodologies to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). |

1. **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 April 2021  Recital D - date of receipt of Call Off Tender:21st April 2021 | |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required | |
| **10.3** | **Security**:  Long form security requirements  See Statement of Requirements’ section 16 “Security & Confidentiality Requirements” | |
| **10.4** | **ICT Policy:** Not applied | |
| **10.5** | **NOT USED** | |
| **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):  Clause 35.2.3 of the Call Off Terms shall apply | |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  GPA Property Partner  GPA Property Partner Accounts Team  Montagu Evans LLP  Exchange Tower  19 Canning Street  Edinburgh  EH3 8EG  wstp.pmo@gpa.gov.uk  Supplier’s postal address and email address:  Deloitte LLP  1 New Street Square  London  EC4A 3HQ  Email: [REDACTED] | |
| **10.10** | **Transparency Reports**  Not applied | |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applied | |
| **10.12** | **Call Off Tender**:  In Schedule 16 (Call Off Tender)  See Annex D for the Call Off Tender (Technical) | |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Clause 36.3.2 applies | |
| **10.14** | **Staff Transfer**  Not applicable | |
| **10.15** | **Processing Data**  Call Off Schedule 17 –  Customer  To be confirmed by the Customer post contract award  Supplier  [REDACTED] | |
| **Contract Reference:** | CCCC21A18 |
| **Date:** | From contract commencement |
| **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 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 | As necessary for the Supplier to deliver the Services. |
| Type of Personal Data  Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date  End date & reason for termination  Contract type  Compensation data  Photographic Facial Image  Biometric data  Birth certificates  IP Address  Details of physical and psychological health or medical condition  Next of kin & emergency contact details  Record of absence, time tracking & annual leave | |
|  | Categories of Data Subject | Employees and contractors of the Customer. |
| **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 |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

Annexes

Annex A - Statement of Requirements

Annex B - Contract Deliverables Prices

Annex C - Rate Card

Annex D - Supplier Proposal (technical) [REDACTED]