



**Crown
Commercial
Service**

Provision of a New Supplier Mapping Team

To

Department of Health and Social Care

From

Channel 3 Consulting Limited

Contract Reference: CCCC21A64

FRAMEWORK SCHEDULE 4
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 Business Consultancy Services 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, following Contract Award
From	Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU ("CUSTOMER") Redacted (Customer contact name)
To	Channel 3 Consulting Limited 211540742 of 5 New Broadway Hampton TW12 1JG ("SUPPLIER") Redacted (Supplier contact name)
Date	1 December 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: The Contract is deemed to have commenced on 1 December 2020
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 31 December 2020

2. SERVICES

2.1.	Services required: The scope of services are as follows: <ul style="list-style-type: none">• Contract relationship management for test suppliers, from initial conversation through to contract signing and ongoing relationship as a supplier• Assistance in the validation of testing for the Technologies Validation Group (TVG), coordinating scientific input, supporting development of deployment and reporting.• Maintaining a tracking database, reporting to Labs, Supplies and Innovation PMO, key documentation of supplier calls. As may be further set out in Call Off Schedule 2 (Services).
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3. CONTRACT PERFORMANCE

4.1.	Standards: As defined in the Call Off Terms
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

4. PERSONNEL

5.1	Key Personnel: Redacted – Supplier contract lead
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied as per clause 28.2. The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or

	<p>information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks.</p> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.</p> <p>Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):</p> <ul style="list-style-type: none"> • carry out a check with the records held by the Department for Education (DfE); • conduct thorough questioning regarding any Relevant Convictions; and • ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.
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5. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
	Table of grades & rates:

	mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.
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)): redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Call Off 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: 1 January and 1 July each year
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

6. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 61,820.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As set out in Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5m per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

7. 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): The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days

8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

8. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: Not Applied

9. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
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: As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be as defined in the BCDR Plan.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applicable
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: Redacted Supplier's postal address and email address: 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 applicable																
10.12	Call Off Tender: Not applied																
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable																
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender)																
10.15	Processing Data Call Off Schedule 17 Name: Redacted Email: Redacted Name: Redacted Email: Redacted																
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		Workplace Phone Number Workplace email address Job title or role Compensation Tenure Information Qualifications or Certifications Nationality Education & training history Previous work history 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	
Categories of Data Subject		Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	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	Redacted
Signature	Redacted
Date	14 April 2021

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	14/04/21