



**Crown Commercial Service**

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

**Provision of Consultancy for The Customer Experience**

**To**

**Crown Commercial Service**

**From**

**Peopletoo Limited**

**Contract Reference: CCCC19B04**

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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 Consultancy for The Customer Experience 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 Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	<b>Crown Commercial Service ("CUSTOMER")</b>
To	<b>Peopletoo Limited ("SUPPLIER")</b>
Date	<b>4<sup>th</sup> December 2019 ("DATE")</b>

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 4 <sup>th</sup> December 2019
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 3 <sup>rd</sup> April 2020  End date of Extension Period: 2 <sup>nd</sup> May 2020  Minimum written notice to Supplier in respect of extension: 1 week

#### **2. SERVICES**

<b>2.1</b>	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 (Services)</p> <p>REDACTED</p> <p><i>Figure 1 - Statement of Requirements</i></p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)</p> <p>See Section 7 of the Statement of Requirements</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Clause 11 (Standards and Quality)</p> <p>Applied</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><u>Customer:</u></p> <p>REDACTED</p> <p><u>Supplier:</u></p> <p>REDACTED</p>
<b>5.2</b>	<p><b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b></p> <p>Applied</p>

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): REDACTED
<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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted  The location of the Services will be at the offices of the Supplier or at Crown Commercial Service - CCS (Newport/London/Liverpool). The base location REDACTED for contract review meetings.  All Travel and Subsistence claims outside of the M25 will align to CCS's standard travel and Subsistence policy
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: REDACTED  All submitted invoices should contain the Contract Reference, Purchase Order number and a full detailed breakdown of all incurred costs including breakdown by resource, time, work and cost.
<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 life of the Call Off Contract from the Call Off Commencement Date of 4 <sup>th</sup> December 2019 to 3 <sup>rd</sup> April 2020.
<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: Not Applicable
<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 £80,000.00 (Excluding VAT)
<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):
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## 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> To be advised by successful supplier at contract award

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 29 <sup>th</sup> November 2019 Recital D - date of receipt of Call Off Tender: 4 <sup>th</sup> December 2019
<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> 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> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)																								
<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): Applied																								
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: REDACTED  Email: REDACTED  Supplier's postal address and email address: REDACTED  Email Address: REDACTED																								
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)																								
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<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> No Applicable																								
<b>10.12</b>	<b>Call Off Tender:</b> REDACTED <i>Figure 2 Tender Q1 - Peopletoo Limited</i>																								

	<p>REDACTED</p> <p><i>Figure 3 Tender Q2 - Peopletoo Limited</i></p>																
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>Not Applicable</p>																
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>																
<b>10.15</b>	<p><b>Processing Data</b></p> <p>Call Off Schedule 17</p>																
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	<p>Tenure InformationQualifications or Certific</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p>	
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		Record of absence, time tracking & annual	
	Categories of Data Subject		
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>		
	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	06/12/19

### For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	11/12/2019