

Crown Commercial Service

Call Off Order Form

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 Local Government Stewardship – Improvement Support dated **1st July 2022**.

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	CPD4122195
From	DEPARTMENT FOR LEVELLING UP, HOUSING AND COMMUNITIES (DLUHC) ("CUSTOMER")
To	GatenbySanderson Limited ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st July 2022
1.2.	Expiry Date: End date of Initial Period 30th August 2022 End date of Extension Period 13th September 2022 Minimum written notice to Supplier in respect of extension: Two (2) Weeks

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: In Call Off Schedule 4 (Implementation Plan) [REDACTED]
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4. CONTRACT PERFORMANCE

4.1.	Standards: Definitions in Schedule 1 apply
4.2	Service Levels: As per section 14 of the Statement of Requirement Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms): As per section 7 of the Statement of Requirement [REDACTED]
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring) shall be amended as follows: through progress meetings stipulated in section 7 of the statement of requirements
4.5	Period for providing Rectification Plan: In Clause 38.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: [REDACTED]
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Not applicable

6. 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) Annex 1 refers to attachment 4 price schedule [REDACTED]
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) [REDACTED]
6.3	Reimbursable Expenses: Not permitted, unless stated in Attachment 4 Price Schedule
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)): One year Call Off Contract Years from the Call Off Commencement Date
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: One year of each Call Off Contract Year during the Call off Contract Period
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of Four Thousand Six Hundred and Sixty-Five Pounds (£ 49,665)
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); [REDACTED]
7.3	Insurance (Clause 37.3 of the Call Off Terms): [REDACTED]

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): <i>"as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability)"</i>
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): <i>"Thirty (30) Working Days"</i>
8.3	Undisputed Sums Limit: (Clause 42.1.1 of the Call Off Terms): <i>"in aggregate exceeds an amount equal to one month's average Call Off Contract Charges"</i>
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
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9.2	Commercially Sensitive Information: As per Schedule 7 Data Protection [REDACTED]
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E
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: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms): Not applied
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): As per Schedule 7 Data Protection
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] Supplier's postal address and email address: [REDACTED]
10.10	Transparency Reports N/a
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): N/a
10.12	Call Off Tender: Schedule 15 (Call Off Tender) shall refer to the tender submission below: [REDACTED]

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	[REDACTED]

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]