

**Crown Commercial Service**

---

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

---

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement RM6008 Lot 1 for the provision of Management 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	<b>C19324</b>	
From	The Secretary of State for the Home Department whose principal office is at 2 Marsham Street, London, SW1P 4DF <b>("CUSTOMER")</b>	
To	Social Finance Ltd, Tintagel House, 92 Albert Embankment, London SE1 7TY <b>("SUPPLIER")</b>	
Date	27 <sup>th</sup> August 2020 <b>("DATE")</b>	

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 27th August 2020	
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 13 <sup>th</sup> November 2020  End date of Extension Period: Not used  Minimum written notice to Supplier in respect of extension: Extension options may need to be considered in respect of project urgency.	

## 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services) and attached Annex A - Statement of Requirements	
-------------	---	--

## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  The Supplier shall agree and work towards the project plan provided by the Customer. Amendments to the project plan will be agreed with the Supplier.	
-------------	---	--

## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  The standards to be applied are those determined by the project team in the development of the Outline Business Case. The standards will be shared with the Supplier	
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  Not applied	
<b>4.3</b>	<b>Critical Service Level Failure:</b>  Not applied	
<b>4.4</b>	<b>Performance Monitoring:</b>  Not applied	
<b>4.5</b>	<b>Period for providing Rectification Plan:</b>  In Clause 39.2.1(a) of the Call Off Terms	

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  REDACTED	
------------	---------------------------------------	--

<b>5.2</b>	<b>Relevant Convictions:</b> Clause 28.2 of the Call Off Terms:	
------------	--	--

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): BACS  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
<b>6.3</b>	<b>Reimbursable Expenses:</b>  Not permitted	
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Home Office Shared Service Centre PO Box 5015 Newport Gwent NP20 9BB United Kingdom Tel. No.: 08450 100 125 Email: <a href="mailto:post-room-rescan@homeoffice.gov.uk">post-room-rescan@homeoffice.gov.uk</a>	
<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)):  1 Call Off Contract Year from the Call Off Commencement Date	
<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	

6.7	<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

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>  REDACTED	
7.2	<b>Supplier's limitation of Liability</b> Clause 37.2.1 of the Call Off Terms	
7.3	<b>Insurance</b> Clause 38.3 of the Call Off Terms	

## 8. TERMINATION AND EXIT

8.1	<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	
8.2	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms	
8.3	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms	
8.4	<b>Exit Management:</b>  Not applied	

## 9. SUPPLIER INFORMATION

9.1	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applicable	
9.2	<b>Commercially Sensitive Information:</b> Will be identified to the Supplier. The project has taken steps using Confluence to manage sensitive information. Compliance to Confluence protocols has been shared with the Supplier	

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A	
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required	
10.3	<b>Security:</b> Short form security requirements	
10.4	<b>ICT Policy:</b> Not applied	
10.6	Business Continuity & Disaster Recovery: Not applied	
10.7	<b>NOT USED</b>	
10.8	<b>Protection of Customer Data</b> Clause 35.2.3 of the Call Off Terms:	
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address:	

	Supplier's postal address and email address:													
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)													
<table border="1"> <thead> <tr> <th>TITLE</th> <th>CONTENT</th> <th>FORMAT</th> <th>FREQUENCY</th> </tr> </thead> <tbody> <tr> <td>Call Off Contract Charges</td> <td>Accumulative total spend (cost incurred) measured against activity completed</td> <td>To be agreed between the parties</td> <td>Weekly</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			TITLE	CONTENT	FORMAT	FREQUENCY	Call Off Contract Charges	Accumulative total spend (cost incurred) measured against activity completed	To be agreed between the parties	Weekly				
TITLE	CONTENT	FORMAT	FREQUENCY											
Call Off Contract Charges	Accumulative total spend (cost incurred) measured against activity completed	To be agreed between the parties	Weekly											
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applicable													
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender) and attached Annex 2													
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> The Supplier has detailed measures to ensure confidentiality and conflict of interest in their proposal, please see Annex B													
<b>10.14</b>	<b>Staff Transfer</b> Not applicable													
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 Personal data is not applicable													
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> 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	7 September 2020

### For and on behalf of the Customer:

Name and Title	
Signature	
Date	8 <sup>th</sup> September 2020

## **Annex A – Statement of Requirements**



13082020 -  
Statement of Requirer

## **Annex B – Social Finance Proposal**

Annex REDACTED