



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Provision of Consultancy Services for Scale

To

Crown Commercial Service

From

Promote Consulting Limited

Contract Reference: CCCC20A22

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 Services dated **04 September 2018**.

This Call Off Contract is for the Provision of Consultancy Services for Scale.

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	CCCC20A22
From	Crown Commercial Service ("CUSTOMER")
To	Promote Consulting Limited ("SUPPLIER")
Date	1st April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st April 2020
1.2.	Expiry Date: End Date of Initial Period: 30 th June 2020 End Date of Extension Period: 30 th September 2020 Minimum written notice to Supplier in respect of extension: 7 days

2. SERVICES

2.1	Services required: In Call Off Schedule 2 Annex 1: The Services
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) Section 7 (Key Milestones) of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
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4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Sections 7 and 14 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: REDACTED TEXT REDACTED TEXT Supplier: REDACTED TEXT REDACTED TEXT
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The contract value for the initial 3 month period will be £87,600.00 (excluding VAT): Principal Consultant: REDACTED TEXT
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	<p>Consultant: REDACTED TEXT</p> <p>The extension option will be to accommodate Covid-19 delays and will be up to £98,000.00 (excluding VAT). The Authority has an approved budget of £98,000.00 (exc. VAT). The Suppliers submission has come in at £87,600 (exc. VAT) for the initial 3 month period. Should the extension option be implemented, the Authority may use the remaining £10,400 to cover the extension period.</p> <p>The total contract value, including extension options, shall not exceed £98,000.00 (excluding VAT).</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p> <p>The location of the Services will be at the offices of the Supplier or at Crown Commercial Services - CCS (Newport/London/Liverpool). The base location 151 Buckingham Palace Road, London, SW1W 9SZ for contract review meetings.</p> <p>All Travel and Subsistence claims outside of the M25 will align to CCS's standard Travel and Subsistence Policy</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted to: REDACTED TEXT</p> <p>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.</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the Call Off Contract Years from the Call Off Commencement Date</p>
6.6	<p>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:</p> <p>Not Applicable</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
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	Shall not exceed the sum of £98,000.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Applied
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applied

8. 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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: The Supplier's submission and pricing shall be deemed as commercially sensitive

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 10 March 2020 Recital D - date of receipt of Call Off Tender: 19 March 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery:

	In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: REDACTED TEXT REDACTED TEXT Supplier's postal address and email address: REDACTED TEXT REDACTED TEXT
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: No Applicable
10.12	Call Off Tender: At Call Off Schedule 16
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). Not applicable
10.15	Processing Data (Call Off Schedule 17) 1. The contact details of the Customer Data Protection Officer is: REDACTED TEXT REDACTED TEXT 2. The contact details of the Suppliers Data Protection Officer is: REDACTED TEXT REDACTED TEXT 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule.
Contract Reference:	
	CCCC20A22

Date:	01/04/2020
Description of Authorised Processing	Details
Identity of the Controller and Processor To be provided at contract award	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	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certificate 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	
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	REDACTED TEXT
Signature	REDACTED TEXT
Date	1 ST April 2020

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	3 RD April 2020