



**Crown Commercial Service**

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

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**Provision of Consultancy for Project Strata**

**To**

**Department for Work & Pensions**

**From**

**Incendium Consulting Ltd**

**Contract Reference: CCCC19A80**

## 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 Project Strata 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>To be advised by Authority at contract award</b>
From	<b>Department for Work &amp; Pensions ("CUSTOMER")</b>
To	<b>Incendium Consulting Ltd ("SUPPLIER")</b>
Date	<b>18<sup>th</sup> November 2019 ("DATE")</b>

#### SECTION B

##### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 21 <sup>st</sup> November 2019
	<b>Expiry Date:</b>  End date of Initial Period: 20 <sup>th</sup> November 2020  End date of Extension Period: 19 <sup>th</sup> November 2021  Minimum written notice to Supplier in respect of extension: 1 month

##### 2. SERVICES

<b>2.1</b>	<b>Services required:</b>  REDACTED <i>Figure 1 - Statement of Requirements</i>
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  See Section 8 of Statement of Requirements
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### 4. CONTRACT PERFORMANCE

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

## 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) 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 carried out at the base location which is REDACTED. Daily rates offered will need to be inclusive of T&S to this base location.  Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked.  For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the DWP Travel & 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)): REDACTED
<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 Years from the Call Off Commencement Date of 21 <sup>st</sup> November 2019 to 20 <sup>th</sup> November 2020, in addition to any extensions to the contract.
<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 £REDACTED (Exc. VAT).
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (In Clause 37.2.1 of the Call Off Terms);

<b>7.3</b>	<b>Insurance</b> (In Clause 38.3 of the Call Off Terms):

## 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): Recitals B to E Recital C - date of issue of the Statement of Requirements: 23 <sup>rd</sup> October 2019 Recital D - date of receipt of Call Off Tender: 1 <sup>st</sup> November 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> <a href="#">Information Security Policy</a>
<b>10.4</b>	<b>ICT Policy:</b>

	Not applied																								
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be To be advised</p>																								
<b>10.7</b>	<b>NOT USED</b>																								
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied</p>																								
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer’s postal address and email address:</u> REDACTED <u>Supplier’s postal address and email address:</u> REDACTED</p>																								
<b>10.10</b>	<p><b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)</p>																								
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<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Offshoring</p> <p>1. Supply of the Services</p> <p>1.1 While not in anyway limiting any other provision of this Contract, in delivering the Services the Contractor and any of its sub-contractors, shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.</p> <p>2. Protection of Information</p>																								

	<p>2.1 In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Contractor and any of its sub-contractors, shall not offshore Authority Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.</p> <p>2.2 Where the Authority has given its prior written consent to the Contractor to process, host or access Authority Data from premises outside the United Kingdom (in accordance with 2.1 of the Contract):</p> <p>a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;</p> <p>b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption."</p> <p>Where the definitions of "DWP Offshoring Policy" and "Landed Resources" shall be:</p> <p>"DWP Offshoring Policy" means the Authority's policy and procedures in relation to hosting or accessing the Authority ICT System or official information outside of the UK including Landed Resources as advised to the Contractor by the Authority from time to time.</p> <p>"Landed Resources" means when the Contractor or its sub-contractor causes foreign nationals to be brought to the United Kingdom, to provide the Services.</p>								
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 16 (Call Off Tender)</p> <p>Suppliers' Tender Proposal – To be attached at contract award</p>								
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>Not Applied</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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REDACTED	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	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <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>	

	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 condition  Next of kin & emergency contact details  Record of absence, time tracking & annual	
	Categories of Data Subject	
<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	REDACTED
Signature	REDACTED
Date	20/11/2019

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	20/11/2019