Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Call Off Order Form for Management Consultancy Services

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **consultancy** 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 | CCCC21B11 |
| From | Crown Commercial Service  **("CUSTOMER")** |
| To | TWS Partners Limited  **("SUPPLIER")** |
| **Date** | 1st September 2021  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 1st September 2021 |
|  | **Expiry Date**:  End date of Initial Period: **31st August 2023**  End date of Extension Period: **31st August 2024**  Minimum written notice to Supplier in respect of extension: **3 months** |

1. Services

|  |  |
| --- | --- |
| 2.1. | **Services required**:  In Call Off Schedule 2 (Services) Annex 1 |

1. PROJECT Plan

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| --- | --- |
| **3.1.** | **Project Plan**: This shall be aligned with the Milestone/Key Deliverables identified in Call-Off Schedule 2  To be agreed if required post Phase 1 |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  Please refer to Clause 11 (Standards and Quality) and the definition of Standards in Call Off Schedule 1 (Definitions) |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  Not applied |
| **4.5** | **Period for providing Rectification Plan:**  A per Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**: | REDACTED TEXT |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms): | *n/a* |

1. 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) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  REDACTED TEXT  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**:  Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED TEXT |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Prices will be fixed for the duration of the Call-Off Contract including extension period. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not applicable |
| **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 |

1. LIABILITY and insurance

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of **£95,300 plus the cost of any work completed on Phase 2 and 3 during this period.** |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  Application of clause 37.2.1 |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  As set out in Framework Ts and Cs |

1. TERMINATION and exit

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| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)):  In Clause 42.2 |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms):  30 working days |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  Not applied |

1. supplier information

|  |  |  |
| --- | --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable | |
| **9.2** | **Commercially Sensitive Information**: | Key personell and positions  Agreed commercial rates  TWS methodology  Reference customers |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: **16th August 2021**  Recital D - date of receipt of Call Off Tender: **23rd August 2021** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short Form Security Requirements  AND  Security Policy |
| **10.4** | **ICT Policy:**  To be provided by the Customer before the Commencement Date |
| **10.6** | **Business Continuity & Disaster Recovery**:  As per clause 16 and Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be **3 months** |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data**  Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  **REDACTED TEXT**  Supplier’s postal address and email address:  **REDACTED TEXT** |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports)  All documents as required under Procurement Policy Note 01/17 |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applicable |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  To be discussed and agreed throughout the lifetime of the contract |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 16  **CCS:**  **REDACTED TEXT**  **TWS Partners Ltd:**  **REDACTED TEXT** |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | *CCCC21B11* |  |  | | **Date:** | **27th August 2021** |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor | 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 |  |  |  | | Potential type of Personal Data currently identified (to be reviewed periodically throughout the term of the contract) | Full name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications or Certifications | | 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 |  |  |  | | |

**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 |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |