



Crown  
Commercial  
Service

---

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

---

**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 **RM3745** dated [ *4<sup>th</sup> September 2017/21<sup>st</sup> November 2017* ].

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.

<b>Order Number</b>	[ ]
<b>From</b>	The Secretary of State for Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU acting as part of the Crown”  ("CUSTOMER")
<b>To</b>	<b>Deloitte LLP</b>  <b>1 New Street Square</b> <b>London</b> <b>EC4A 3HQ</b>  ("SUPPLIER")

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 01.07.2020</b>
	<b>Expiry Date:</b>  End date of Initial Period 01.10.2020  End date of Extension Period <b>01.11.2020</b>  Minimum written notice to Supplier in respect of extension: 1 week

#### SERVICES

## 2.1

.

**Services required:**

**Information Redacted in line with Section 40 of FOIA**

**PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)						
	<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>	<b>Milestone Date</b>	<b>Customer Responsibilities</b>	<b>Milestone Payments</b>	<b>Delay Payments</b>
	//	//	//	//	//	//	//

### CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions).
<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

### PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  DHSC Emma Carter – emma.carter@dhsc.gov.uk
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):

**PAYMENT**

<b>6.</b> <b>1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): <b>Information Redacted in line with Section 40 of FOIA</b>
-----------------------	--

--	--

**6.2** **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):

**Information Redacted in line with Section 40 of FOIA**

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU

Or email: [MB-PaymentQueries@dhsc.gov.uk](mailto:MB-PaymentQueries@dhsc.gov.uk)

	<p>Within <b>10</b> Working Days of receipt of your countersigned copy of this order form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to <a href="mailto:MB-PaymentQueries@dhsc.gov.uk">MB-PaymentQueries@dhsc.gov.uk</a></p>
<b>6.3</b>	<b>Reimbursable Expenses:</b> 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)): Department of Health and Social Care 39 Victoria Street London SW1H 0EU
<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)): <b>Information Redacted in line with Section 40 of FOIA</b>
<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: <b>Information Redacted in line with Section 40 of FOIA</b>
<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)): Permitted

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> <b>Information Redacted in line with Section 40 of FOIA</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); <b>Information Redacted in line with Section 40 of FOIA</b>

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

**TERMINATION AND EXIT**

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms): In Clause 42.7.1 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

**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> <b>Information Redacted in line with Section 40 of FOIA</b>

## OTHER CALL OFF REQUIREMENTS

10.1	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p>
10.2	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>
10.3	<p><b>Security:</b></p> <p>[Short form security requirements in Schedule 7]</p>
10.4	<p><b>ICT Policy:</b></p> <p>Not applied</p>
10.5	<p><b>Testing:</b></p> <p>Not applied</p>
10.6	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions).</p>
10.7	NOT USED
10.8	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>[ ]</p>
10.9	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: DHSC Department of Health &amp; Social Care Quarry House, Quarry Hill, Leeds, LS2 7UE</p> <p>Supplier’s postal address and email address: Deloitte LLP, 1 New Street Square, London, EC4A 3HQ</p>
10.10	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b></p>

	Not applied
<b>10.12</b>	<b>Call Off Tender:</b> In Call Off Schedule 16
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> [ ]
<b>10.14</b>	<b>Staff Transfer</b> <b>Information Redacted in line with Section 40 of FOIA</b>
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17
<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	<b>Information Redacted in line with Section 40 of FOIA</b>
Signature	<b>Information Redacted in line with Section 40 of FOIA</b>
Date	<b>Information Redacted in line with Section 40 of FOIA</b>

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

Name and Title	<b>Information Redacted in line with Section 40 of FOIA</b>
Signature	<b>Information Redacted in line with Section 40 of FOIA</b>
Date	<b>Information Redacted in line with Section 40 of FOIA</b>