

## **Crown Commercial Service**

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

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This is an example Call Off Order which shall be completed at contract award. The Authority wishes to draw your attention to the additional DEFCONs (Defence Conditions) incorporated at at 10.16 that will form part of the 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 REDACTED Portfolio Management Office Partner dated **TBC**.

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	REDACTED/002
From	("CUSTOMER")
To	("SUPPLIER")
Date	("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: [ ]
1.2.	Expiry Date: End date of Initial Period: [ ] End date of Extension Period: [ ] Minimum written notice to Supplier in respect of extension: 3 MONTHS

#### 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>
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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> <b>AQAPS/ISO</b>
<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

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## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> [ ]
<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): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment terms in accordance with DEFCON 522
<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)): [ ]
<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)): [2.5 years] Call Off Contract Years from the Call Off Commencement Date

6.6	<p><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:</p> <p>[ ] of each Call Off Contract Year during the Call off Contract Period</p>
6.7	<p><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)):</p> <p>Not permitted</p>

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £ [ ]</p>
7.2	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p>
7.3	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>N/A</p>

## 8. TERMINATION AND EXIT

8.1	<p><b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p>
8.3	<p><b>Undisputed Sums Limit:</b></p> <p><b>IN CLAUSE 43.1.1 OF THE CALL OFF TERMS</b></p>
8.4	<p><b>Exit Management:</b></p> <p>In Call Off Schedule 9 (Exit Management)</p>

## 9. SUPPLIER INFORMATION

9.1	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> <input type="checkbox"/>
9.2	<b>Commercially Sensitive Information:</b> <input type="checkbox"/>

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms):
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
10.3	<b>Security:</b> Short from security requirements Security policy iaw Security Aspects Letter and DEFCON 659A & DEFCON 660
10.4	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
10.6	<b>Business Continuity &amp; Disaster Recovery:</b>  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be
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: <input type="checkbox"/> Supplier's postal address and email address: <input type="checkbox"/>
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>  <b>N/A</b>

<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<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> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 TBC

<b>Contract Reference:</b>	
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	
<b>Identity of the Controller and Processor</b>	
<b>Use of Personal Data</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data</b>	
<b>Categories of Data Subject</b>	

<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> Call Off Schedule 15
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**The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:**

**DEFCONs**

DEFCON No	Version	Description
5J	12/06	Unique Identifiers Application (NB: clause 4 does not apply)
76	12/06	Contractor's Personnel at

		Government Establishments
507	10/18	Delivery Application
522	11/17	Payment and Recovery of Sums Due
531	11/14	- Disclosure of Information (The definition of Information is as per the Defcon only for the purposes of the Defcon and not for the entire contract. The definition of Authority and Contractor is as per the Defcon only for the purposes of the Defcon and not for the entire contract)
532A	04/20	Protection of Personal Data (where personal data will not be processed under the contract)
550	02/14	Child Labour and Employment Law
602A	12/17	Quality Assurance (with Deliverable Quality Plan)
647	04/19	Financial Management Information
658	10/17	Cyber
659A	02/17	Security Measures
660	12/15	Official-Sensitive Security Requirements
703	08/13	Intellectual Property Rights - Vesting in the Authority



**514FORMATION 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	