

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 **Business Consultancy Services** 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	01/DWP Estates Expansion
From	The Secretary of State for Work and Pensions (acting as part of the Crown) ("CUSTOMER")
To	Incendium Consulting Limited ("SUPPLIER")
Date	25th June 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 22nd June 2020
1.2.	Expiry Date: End date of Initial Period: 24th July 2020 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.	<p>Services required: In Call Off Schedule 2 (Services)</p> <ol style="list-style-type: none">1. Provide specialist resource to deliver the following outcome:2. Develop the Estates expansion programme timeline and phasing3. Develop the total programme, implementation and running cost budgets for the entire project duration4. Assess deliverability and delivery requirements5. Prepare the ET submission6. Further develop outcomes from ET meeting of 13th July. <p>With respect to point 6, this activity shall only be undertaken upon direct instruction from the Customer.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Not Applied</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Schedule 1 (Definitions)</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not Applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not Applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>[In Clause 39.2.1(a) of the Call Off Terms]</p>

5. PERSONNEL

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

6. PAYMENT

REDACTED

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The estimated sum of REDACTED
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Contractor shall take out and maintain the following insurance policies: Public Liability Insurance Public liability insurance of a minimum of REDACTED or such greater sum as the Contractor may choose in respect of any one incident. Employers Liability Insurance Employers Liability Insurance of a minimum of REDACTED or such greater sum as the Contractor may choose in respect of any one incident. Professional Indemnity Insurance Professional Indemnity Insurance in respect of the Contractor's obligations to provide the Services with reasonable skill care and diligence in an amount of not less than REDACTED for any one occurrence or a series of occurrences arising out of any one event for a period of twelve (12) years from the completion date of this Contract.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms)
8.3	Undisputed Sums Limit: (Clause 43.1.1 of the Call Off Terms)

8.4	Exit Management: (Call Off Schedule 9 (Exit Management))

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: All information should be treated as commercially sensitive.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements in <i>(paragraphs 1 to 5 of Schedule 7 (Security))</i>
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): The Secretary of State for Work and Pensions (acting as part of the Crown) Caxton House Tothill Street SW1H 9DA Email address: REDACTED Supplier's postal address and email address: REDACTED Incendium Consulting Limited, The Blue Fin Building, 110 Southwalk Street, London SE1 0TA Email REDACTED
10.10	Transparency Reports

	Not Applied
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</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 anyway 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 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 of 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>
10.12	Call Off Tender:
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)

10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 Not Applied

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 Senior Director
Signature	REDACTED
Date	26/06/2020

For and on behalf of the Customer:

Name and Title	REDACTED Category Lead
Signature	REDACTED
Date	26/06/2020